This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

Digitized by Google

English Report

Digitized by Google

Digitized by Google

THE

WEEKLY NOTES:

BEING

NOTES OF CASES

HEARD AND DETERMINED

BY

THE HOUSE OF LORDS:

THE COURT OF APPEAL:

THE CHANCERY, QUEEN'S BENCH, AND PROBATE, DIVORCE, AND ADMIRALTY DIVISIONS

OF

THE HIGH COURT OF JUSTICE:

AND

CASES IN BANKRUPTCY.

1896.

LIX & LX VICTORIÆ.

EDITOR—SIR FREDERICK POLLOCK, BART.

ASSISTANT EDITOR OF THE "WEEKLY NOTES"—MERYON WHITE, ESQ.

PART I.

LONDON:

Printed for the Incorporated Council of Law Reporting for England and Wales,

BY WILLIAM CLOWES AND SONS, LIMITED,

DUKE STREET, STAMFORD STREET; AND 14 CHARING CROSS.

PUBLISHING OFFICE, 27, FLEET STREET, E.C.

Digitized by Google

94247

Digitized by Google

TABLE OF CASES.

PAGE

Aaron's Reefs, Limited, Apps.; Twiss, Resp. 52 (4)
Aberdeen District Tramways Company, Resps.; Ogston, App. . 175 (14)
Aberdein, *In re.* Hagon *v.* Aberdein 154 (5)
———, Hagen *v.* *In re* Aberdein 154 (5)
Acomb, Brown *v.* *In re* Brown . 164 (7)
Adams, Lawrence *v.* 152 (2)
Aiken, Burnley Steamship Company *v.* (Ct. of Sess. (Sc.)) . . 115
——— *v.* Macdonald (Trustees of) (Ct. of Sess. (Sc.)) 120
Ainsworth *v.* Wilding 30 (5)
Airey, *In re.* Airey *v.* Stapleton . 174 (5)
——— *v.* Stapleton. *In re* Airey . 174 (5)
Akers *v.* Sears. *In re* Gray . . 83 (8)
Albany Hotel Company, Attorney-General *v.* 88 (14), 90 (5)
Alcock *v.* Henley. *In re* Henley . 154 (6)
Alkaline Reduction Syndicate, *In re.* Ames's Case 79 (1)
Allcard *v.* Walker 53 (8)
Allsopp & Harkness's Contract, *In re* 64 (4)
Alton, Wilmot *v.* 160 (3)
Alty *v.* Farrell 49 (9)
Ames's Case. *In re* Alkaline Reduction Syndicate 79 (1)
Ancell *v.* Rolfe 9 (8)
Anderson, Attorney-General *v.* *In re* Wood 78 (4)
Andrews *v.* Gas Meter Company . 87 (8)
——— *v.* Mockford 12 (6)
Anglo-American Land Mortgage and Agency Company, Nelson *v.* 166 (4)
Ansah, Hockley *v.* 70 (2)
Arizona Copper Company *v.* Surveyor of Taxes (Ct. of Sess. (Sc.)) 93
Armstrong (George) & Sons, *In re.* 9 (12)
Art Union of London, Resps.; Savoy (Overseers of the), Apps. . 54 (11)
Assets Company, Resps.; Blair, App. 62 (17)
Atkinson *v.* Carlisle (Mayor of) . 12 (2)
——— *v.* Morris 167 (7)
Attenborough & Son, Resps.; Clutton & Co., Apps. . . . 174 (2)
Attorney-General *v.* Albany Hotel Company 88 (14), 90 (5)
——— *v.* Anderson. *In re* Wood 78 (4)
——— *v.* Christ's Hospital (Governors of) 26 (3)
——— *v.* London Parochial Charities (Trustees of) . 8 (3)
———, Resp.; Sudeley (Lord), App. 162 (14)
——— for Ireland *v.* Rathdonnell (Baron) (Ex. Div. Ir.)) 141
——— of Duchy of Lancaster *v.* Liverpool New Cattle Market Company 30 (2)
Bailey, Western *v.* 66 (5)
———, Winkle *v.* 175 (11)
Bain *v.* Bain. *In re* Smith . . 88 (16)

PAGE

Baird, Resp.; Tunbridge Wells (Mayor of), App. 53 (7)
Bamber, Donaldson *v.* *In re* Stephenson 168 (12)
Banham, Reddaway *v.* 40 (8)
Barber *v.* Barber 1 (3)
Barnes, *Ex parte* 26 (5)
——— *v.* Ross 83 (5)
Barr, *In re.* *Ex parte* Wolfe . 52 (2)
Barry *v.* Peruvian Corporation, Limited 2 (6)
Bassano *v.* Bradley 52 (3)
Battison *v.* Hobson 64 (6)
Baylis, *In re* 34 (6)
Belgian Mills Company, Resps.; Pearson, App. 14 (6)
Belgravian Estate, Limited, Prinsep (Lady) *v.* 39 (1)
Bennett, *In re.* Jones *v.* Bennett . 31 (8)
———, Jones *v.* *In re* Bennett . 31 (8)
Berry, *In re.* Duffield *v.* Berry . 8 (7)
———, Duffield *v.* *In re* Berry . 8 (7)
Bexley Heath Railway Company, Reg. *v.* 58 (14)
Beyer, Peacock & Co., *Ex parte.* *In re* Clark 89 (1)
Biggerstaff *v.* Rowatt's Wharf . 46 (17)
Binns, *In re* 76 (4)
Birchall *v.* Bullough 15 (11)
Birmingham Vinegar Company, Powell *v.* 42 (6)
Birtwistle, Hindle *v.* 178 (3)
Blackmore, Morton *v.* *In re* Brewer's Settlement 80 (3)
Blair, App.; Assets Company, Resps. 62 (17)
Bland, Darlow *v.* 174 (1)
Blandy, Simmons *v.* 171 (7)
Blumberg *v.* Life Interests and Reversionary Securities, Corporation 176 (20)
Bogie, Lord Advocate *v.* (Ct. of Sess. (Sc.)) 100
Boudard Peveril Gear Company, McKeown *v.* 36 (3)
Boustead, Rochefoucauld *v.* . . 74 (2)
——— 178 (5)
Bowes, *In re.* Earl Strathmore *v.* Vane 10 (14)
Bradford *v.* Eastbourne (Mayor of) 71 (7)
Bradley, Bassano *v.* 52 (3)
———, Chandler *v.* 176 (18)
Brewer's Settlement, *In re.* Morton *v.* Blackmore 80 (3)
Bridge *v.* Howard 154 (1)
Bridgman, Hanks *v.* 15 (12)
Brinsmead (Thomas Edward) & Sons, *In re* 170 (4)
Britain Steamship Company, Sloane *v.* 174 (4)
Brown, *In re.* Brown *v.* Acomb . 164 (7)
——— *v.* Acomb. *In re* Brown . 164 (7)
Buena Ventura Nitrate Grounds Syndicate, James *v.* 14 (3)
Bulkeley *v.* Stephens 48 (2)
Bullough, Birchall *v.* 15 (11)
Bunting, Pearce *v.* Reg. *v.* Wedd. *Ex parte* Pearce 72 (13)

PAGE

Burley, Seaman *v.* 82 (1)
Burnley Steamship Company *v.* Aiken (Ct. of Sess. (Sc.)) . . 115
Burrell & Son, Potter & Co. *v.* . 162 (15)

Carew, *In re.* Carew *v.* Carew 6 (12), 62 (20)
——— *v.* Carew. *In re* Carew 6 (12), 62 (20)
Carlisle (Mayor of), Atkinson *v.* . 12 (2)
Carrara Marble Company, *In re* . 87 (9)
Carruthers *v.* Carruthers . . 78 (8)
Carter *v.* Rigby & Co. . . 68 (4), 71 (10)
Caucasian Trading Corporation, *Ex parte* 22 (1)
Chambers, Chillingworth *v.* . . 24 (11)
Chandler *v.* Bradley 176 (18)
Chapman, *In re.* Cocks *v.* Chapman 90 (7)
———, Cocks *v.* *In re* Chapman 90 (7)
Charriere, *In re.* Duret *v.* Charriere 34 (3)
———, Duret *v.* *In re* Charriere 34 (3)
Chillingworth *v.* Chambers . . 24 (11)
Christ Church, East Greenwich (Vicar of), *Ex parte* . . . 11 (1)
Christ's Hospital (Governors of) Attorney-General *v.* 26 (3)
Clark, *In re.* *Ex parte* Beyer, Peacock & Co. 89 (1)
Clarke, App.; Earl of Dunraven, Resp. The Satanita . . . 164 (5)
Clegg, Parkinson & Co. *v.* Earby Gas Company 27 (8)
Clerk *v.* Stevens. *In re* Stevens . 24 (12)
Clifford *v.* Gurney 161 (10)
Clutton & Co., Apps.; Attenborough & Son, Resps. 174 (2)
Clydesdale Bank and Scott, Apps.; Paton, Resp. 57 (7)
Cock, Prout *v.* 155 (8)
Cocks *v.* Chapman. *In re* Chapman 90 (7)
Collins, Miller *v.* 23 (6)
Collinson *v.* Jeffery 23 (8)
Collman *v.* Mills 175 (10)
——— *v.* Roberts 20 (12)
Commissioners of Inland Revenue, Huntington *v.* 9 (9)
———
Lawson *v.* (Ex. Div. (Ir.)) . . 145
———
Smelting Company of Australia *v.* 167 (8)
Conquest, App.; Emmetts, Resp. . 87 (10)
Cook *v.* Culverhouse. *In re* Culverhouse 37 (14)
——— *v.* Hainsworth 64 (3)
——— *v.* White 14 (2)
Cook's Trusts, *In re.* Lawledge *v.* Tyndall 39 (2)
Cooper, App.; Pearse, Resp. . . 40 (3)
Copernicus, The 47 (1), 70 (1)
Cordwell *v.* Lever. *In re* Lever . 167 (9)
Corke *v.* Fry (Ct. of Sess. (Sc.)) . 128
Cotton, App.; Vogan & Co., Resps. 60 (6)
Coulthwaite, Thwaites *v.* . . . 18 (6)
Cousins, Goodlock *v.* 174 (3)
Cremer *v.* Lowles. *In re* Haggerston Election Petition 8 (6)
Cromartie (Countess of), Mackenzie *v.* 62 (18)
Cubison *v.* Mayo 12 (3)
Culling *v.* Culling 18 (5)

Digitized by Google

PAGE

Culverhouse *In re*. Cook *v*. Culverhouse 37 (14)
——, Cook *v*. *In re* Culverhouse 37 (14)
Cunnack *v*. Edwards 87 (11)
Currie *v*. M'Knight 164 (6)
Cutlan, Shoe Machinery Company *v*. 31 (9)

Darbyshire *v*. Leigh 37 (13)
Darlow *v*. Bland 174 (1)
Dashwood, Norton *v*. 78 (5)
Davidson *v*. Myrtle. *In re* Smith . 74 (6)
Dawson, Gold Reefs of Western Australia *v*. 171 (8)
Deeley, App.; Perkes, Resp. . 83 (7)
De Hoghton, *In re*. De Hoghton *v*. De Hoghton 40 (6), 61 (12)
——— *v*. De Hoghton. *In re* De Hoghton . . . . 40 (6), 61(12)
Dellwik's Patent, *In re* . . . 87 (12)
Dennison *v*. Jeffs 26 (2)
Derby (County Council of), Apps.; Matlock Bath (Urban District of), Resps. 49 (8)
——— (Mayor of), Derbyshire County Council *v*. 64 (7)
Derbyshire County Council *v*. Derby (Mayor of) 64 (7)
D'Errico *v*. Samuel 5 (8)
De Tabley (Lord), *In re*. Leighton *v*. Leighton 162 (16)
De Trafford, Kennedy *v*. . . . 31 (7)
Devon's (Earl of) Settled Estates, *In re* 83 (9)
Dibbins *v*. Dibbins 70 (5)
Dixon *v*. Great Western Ry. Co. . 80 (2)
Doetch, *In re*. Matheson *v*. Ludwig 82 (4)
Donaldson *v*. Bamber. *In re* Stephenson 168 (12)
Douglass *v*. Pintsch's Patent Lighting Company 155 (9)
Drax *v*. Ffooks 14 (8)
Drummond, Graham *v*. . . . 41 (3)
Duffield *v*. Berry. *In re* Berry . 8 (7)
Dugmore *v*. Suffield 50 (13)
Dundee Royal Lunatic Asylum, Musgrave *v*. (Ct. of Sess. (Sc.)) . 138
Dunraven (Earl of), Resp.; Clarke, App. The Satanita 164 (5)
Duret *v*. Charriere. *In re* Charriere 34 (3)

Earby Gas Company, Clegg, Parkinson & Co. *v*. 27 (8)
Earnshaw *v*. Earnshaw . . . 27 (9)
East London Waterworks Company, Kyffin *v*. 20 (14)
Eastbourne (Mayor of), Bradford *v*. 71 (7)
Eastman Photographic Materials Company, Staples *v*. . . . 57 (13)

Company's Trade-mark, *In re* . 158 (8)
Edwards, Cunnack *v*. 87 (11)
——— *v*. Walters . . 15 (10), 54 (12)
Ehrmann *v*. Ehrmann . . 74 (3), 90 (4)
Elliott, *In re*. Kelly *v*. Elliott . 72 (16)
——, Kelly *v*. *In re* Elliott . 72 (16)
Ellis *v*. Ellis 76 (3)
Emmetts, Resp.; Conquest, App. . 87 (10)
Emsley *v*. North Eastern Ry. Co. . 23 (0)
English and Scottish Mercantile Investment Trust, Smith *v*. . 86 (6)
Epsom Local Board, Murray *v*. . 175 (1)
Equitable Reversionary Interest Society, Hill *v*. *In re* Hill's Settlement Trusts 177 (9)
Erdheim, Reg. *v*. 63 (1)
Ernest *v*. Loma Gold Mines, Limited 82 (2), 154 (3), 158 (3)

PAGE

Escritt *v*. Todmorden Co-operative Society 23 (5)
Essex (Justices of), Resps.; West Ham Union (Assessment Committee of), Apps. 57 (10)
Evans, Phillips *v*. 19 (10)

Faber *v*. Montagu. *In re* Montagu 6 (11)
Fanshawe, *Ex parte*. *In re* Wood 163 (1)
Farmer, Hardy *v*. *In re* Hardy . 44 (2)
Farnham, *In re* 37 (8)
Farrell, Alty *v*. 49 (9)
Fearon, *In re*. Hotchkin *v*. Mayor 175 (12)
Ffooks, Drax *v*. 14 (8)
Filby *v*. Hounsell 90 (3)
Finch *v*. Oake 10 (13)
Fine Arts and General Insurance Company, Resps.; Nevill (Lord William), App. 171 (5)
Finnigan, Lord Advocate *v*. (Ct. of Sess. (Sc.)) 101
Fluister *v*. Fluister 176 (15)
Fooks *v*. Horner. *In re* Horner . 56 (5)
Forbes, Religious Tract and Book Society of Scotland *v*. (Ct. of Sess. (Sc.)) 126
——— *v*. Scottish Provident Institution (Ct. of Sess. (Sc.)) . . 122
——— *v*. Standard Life Assurance Society (Ct. of Sess. (Sc.)) . . 117
Fortune, App.; Hanson, Resp. . 8 (2)
Foster, App.; Fyfe, Resp. . . 61 (8)
Fowler, Rhymney Iron Company *v*. 62 (16)
Foxwell *v*. Van Grutten 158 (6), 161 (11)
Free Church of Scotland (General Trustees of), Maughan *v*. (Ct. of Sess. (Sc.)) 105
Frewen *v*. Law Life Assurance Society 74 (7)
Fricker *v*. Van Grutten . . . 88 (15)
Fry, Corke *v*. (Ct. of Sess. (Sc.)) . 128
Furness Finance Company, *Ex parte*. *In re* Seaman . . 22 (2)
Fyfe, Resp.; Foster, App. . . 61 (8)

Galashiels Provident Building Society *v*. Newlands (Ct. of Sess. (Sc.)) 107
Gas Light and Coke Company, Paterson *v*. 66 (4)
Gas Meter Company, Andrews *v*. . 87 (8)
George & Co., Pitts *v*. 158 (4)
Germanic, The 7 (1)
Giles, *In re*. Jones *v*. Pennefather 14 (5)
Gill, Smith *v*. 68 (2)
Goddard, Shears *v*. 26 (1)
Gold Reefs of Western Australia *v*. Dawson 171 (8)
Goldberger *v*. Roth. *In re* Roth . 16 (15)
Goodlock *v*. Cousins 174 (3)
Gordon, Lord Advocate *v*. (Ct. of Sess. (Sc.)) 134
Goudie, *In re*. *Ex parte* Official Receiver 89 (2)
Gough, Resp.; Grainger, App. . 54 (13)
Governments Stock and other Securities Investment Company, Apps.; Manila Railway Company, Resps. 174 (6)
Graham *v*. Drummond 41 (3)
Grainger, App.; Gough, Resp. . 54 (13)
Gray, *In re* 83 (8)
——, *In re*. Akers *v*. Sears. . 30 (4)
Graydon, *In re*. *Ex parte* Official Receiver 22 (3)
Great Britain Steamship Premium Association *v*. Whyte (Ct. of Sess. (Sc.)) 91

PAGE

Great North of Scotland Railway Company, Highland Railway Company *v*. 77 (1)
Great Western Railway Company, Dixon *v*. 80 (2)
Great Western Railway Company, Sadler *v*. 57 (9)
Griffin's Divorce Bill 36 (5)
Griffith *v*. Tower Publishing Company 154 (4)
Gurney, Clifford *v*. 161 (10)

Haggerston Election Petition, *In re*. Cremer *v*. Lowles 8 (6)
Hagon *v*. Aberdein. *In re* Aberdein 154 (5)
Hainsworth, Cook *v*. 64 (3)
Hammersmith (Vestry of) *v*. Lowenfeld 66 (6)
Hammond, Smith *v*. 46 (14)
Hampshire Land Company, *In re* . 78 (2)
Hanbury, Whitting, & Nicholson, *In re* 172 (10)
Hancock, *In re*. Malcolm *v*. Hancock 19 (7), 61 (11)
———, Malcolm *v*. *In re* Hancock 19 (7), 61 (11)
Hanks *v*. Bridgman 15 (12)
Hanson, Resp.; Fortune, App. . 8 (2)
Hardaker *v*. Idle District Council . 19 (9)
Hardy, *In re*. Hardy *v*. Farmer . 44 (2)
——— *v*. Farmer. *In re* Hardy . 44 (2)
Harkin, Robinson *v*. 72 (15)
Harkness and Allsopp's Contract, *In re* 64 (4)
Harling *v*. Harling 28 (12)
Harper, Stead *v*. 46 (12)
Harris, *In re* 33 (1)
Harrogate (School Board for), Kirby *v*. 2 (7), 12 (7)
Hart *v*. Stone. *In re* Hubbuck . 15 (14)
Hassell *v*. Stanley 34 (4)
Hastings (Mayor, &c, of), Reg. *v*. . 160 (7)
Haviland, Johnstone's Trustees *v*. . 19 (11)
Hayes, Strickland *v*. 14 (7)
Heard *v*. Heard 57 (8)
Hellard, *In re* 49 (12), 54 (14)
Hemp, Yarn and Cordage Company, *In re*. Hindley's Case . 17 (1), 52 (5)
Henderson Bros. *v*. Shankland & Co. 30 (6)
Henley, *In re*. Alcock *v*. Henley . 154 (6)
——, Alcock *v*. *In re* Henley . 154 (6)
Henwood, Walthamstow Urban District Council *v*. 161 (12)
Herbage Rents Charity, Greenwich, *In re* 88 (18)
Heriot, Hood Barrs *v*. 46 (13)
——, Resp.; Hood Barrs, App. . 36 (7)
Heuland, Hodson *v*. 70 (4)
Hewitt *v*. Taylor 13 (1)
Heywood, Stokell *v*. 65 (1)
Highland Railway Company *v*. Great North of Scotland Railway Company 77 (1)
Higgins, Resp.; Yates, App. . 8 (4)
Higginshaw Mills and Spinning Company, *In re* 78 (3)
Hill *v*. Equitable Reversionary Interest Society. *In re* Hill's Estate 177 (2)

In re Hill's Settlement Trusts . 177 (1)
Hill (Lord), Trustee of *v*. Rowlands 56 (1)
Hill's Estate, *In re*. Hill *v*. Equitable Reversionary Interest Society 177 (2)
——— Settled Estates, *In re* . . 42 (5)

Digitized by Google

PAGE

Hill's Settlement Trusts. Hill v. Equitable Reversionary Interest Society 177 (1)
Hill's Waterfall Estate and Gold Mining Company, *In re* . . . 45 (7)
Hindle v. Birtwistle 178 (3)
Hindley's Case. *In re* Hemp, Yarn and Cordage Company . 17 (1), 52 (5)
Hobson, Battison v. 64 (6)
Hockley v. Ansah 70 (2)
Hoddinot v. Home and Colonial Stores 5 (9)
Hodson v. Heuland 70 (4)
Home and Colonial Stores, Hoddinot v. 5 (9)
Hood Barrs, App.; Heriot, Resp. . 36 (7)
———, *Ex parte. In re* Lumley 90 (6)
——— v. Heriot 46 (13)
Hopkins, Reg. v. 48 (6)
Horn & Francis, *In re* 155 (11)
Horner, *In re.* Fooks v. Horner . 56 (5)
———, Fooks v. *In re* Horner . 56 (5)
Hornibrook, Pattle v. 164 (3)
Hornsey District Council v. Smith . 38 (17)
Hotchkin v. Mayor. *In re* Fearon 175 (12)
Hounsell, Filby v. 90 (3)
Hounslow Brewery Company, *In re* 45 (6)
Houston & Co., United Kingdom Mutual Steamship Assurance Association v. 43 (1)
How v. Winterton (Lord) . . 84 (10)
Howard, Bridge v. 154 (1)
———, Shields v. 155 (7)
Hubbuck, *In re.* Hart v. Stone . 15 (14)
Huber, In the Goods of . . 72 (12)
Hughes, Simpson v. 179 (6)
Hunt v. Worsfold 49 (10)
Huntington v. Commissioners of Inland Revenue 9 (9)
Hutchins, Trevor v. . . 1 (2), 36 (4)
Hutton, St. John's, Hackney (Vestry of) v. 158 (5)

Idle District Council, Hardaker v. 19 (9)
Ingham, *In re.* Lawe's Chemical Manure Company v. Ingham . 12 (5)
———, Lawe's Chemical Manure Company v. *In re* Ingham . 12 (5)
Inland Revenue, Munro v. (Ct. of Sess. (Sc.)) 149

Jackson v. Rainford Colliery Company 67 (1)
Jagger v. Jagger 63 (2)
James v. Buenos Ventura Nitrate Grounds Syndicate . . . 14 (3)
——— Rudd v. 70 (6)
Jeffery, Collinson v. 23 (8)
Jeffs, Dennison v. 26 (2)
Johnstone's Trustees v. Haviland . 19 (11)
Jones v. Bennett. *In re* Bennett . 31 (8)
——— v. Jones 60 (4)
——— v. Pennefather. *In re* Giles 14 (5)
Jordan, Unsworth v. 2 (5)

Kelly v. Elliott. *In re* Elliott . 72 (16)
Kemp v. Rozey. *In re* Sharland . 62 (19)
Kent (Justices of), Reg. v. . . 49 (11)
Kennedy v. De Trafford . . 31 (7)
———, Lampet v. *In re* Tilt . 9 (10)
Kidderminster (Mayor of), Richards v. 48 (3)
——— (Overseers of), Richards v. 48 (3)
Kingston Cotton Mill Company, *In re* 60 (2)

PAGE

Kingston-upon-Hull (Governors, &c., of), Manchester, Sheffield and Lincolnshire Railway Company v. 71 (9)
Kippins, *Ex parte* 158 (7)
Kirby v. Harrogate (School Board for). 2 (7), 12 (7)
——— v. North British and Mercantile Insurance Company . . 64 (5)
Kirkwood v. Smith 46 (16)
Knight v. Simmonds . . 22 (4), 56 (4)
König and Ebhardt's Application, *In re* 31 (10)
Kyffin v. East London Waterworks Company. 20 (14)

Lambeth (Churchwardens and Overseers of), London County Council v. 61 (10)
Lampet v. Kennedy. *In re* Tilt . 9 (10)
Lancaster v. Lancaster 27 (6)
Land Mortgage Bank of Florida, *In re* 48 (5)
Land Securities Company, *In re* [18 (2), 53 (6)
Lane v. Lane 27 (10)
Law Life Assurance Society, Frewen v. 74 (7)
Law Reversionary Interest Society, Nobbs v. *In re* Nobbs . . 155 (10)
Lawe's Chemical Manure Co. v. Ingham. *In re* Ingham . . 12 (5)
Lawledge v. Tyndall. *In re* Cook's Trusts 39 (2)
Lawrence v. Adams 158 (2)
Lawson v. Commissioners of Inland Revenue (Ex. Div. (Ir.)) . . 145
Le Brasseur and Oakley, *In re* . 74 (4)
Lee v. Roundwood Colliery Company. *In re* Roundwood Colliery Company. 166 (3)
Leggatt, Wassell v. 18 (4)
Leigh, Darbyshire v. 37 (13)
——— (Lord), Reg. v. 161 (9)
Leighton v. Leighton. *In re* Lord de Tabley 162 (16)
Leonard, *In re* 30 (1)
Lever, *In re.* Cordwell v. Lever . 167 (9)
———, Cordwell v. *In re* Lever . 167 (9)
Lewis, Reg. v. 54 (15)
Liddell v. Lofthouse 18 (3)
Life Interests and Reversionary Securities Corporation, Blumberg v. 176 (20)
Lillyman, Reg. v. 76 (2)
Liquidation Estates Purchase Company v. Willoughby . . . 40 (4)
Little v. Stevenson & Co. . . . 34 (5)
Liverpool New Cattle Market Company, Attorney-General of Duchy of Lancaster v. 30 (2)
Liverpool Sailing Shipowners' Mutual Protection and Indemnity Association, Nourse v. . . 60 (5)
Lloyd and North London Railway Company, *In re* 61 (15)
Lock, App.; Queensland Investment and Land Mortgage Company, Resps. 70 (3)
——— v. Queensland Investment and Land Mortgage Company . . 1 (1), 4 (2)
Lofthouse, Liddell v. 18 (3)
Loma Gold Mines, Limited, Ernest v. . . 82 (2), 154 (3), 158 (3)
Londesborough (Earl of), Resp.; Scholfield, App. 86 (3)
London and North Western Railway Company and Mason's Orphanage, *In re* 26 (4)

PAGE

London County Council v. Lambeth (Churchwardens and Overseers of) 61 (10)
——— v. Pryor . 15 (9)
London Health Electrical Institute, *In re* 170 (3)
London (Justices of), Reg. v. . 57 (11)
London Parochial Charities (Trustees of), Attorney-General v. . 8 (3)
Lord Advocate v. Bogie (Ct. of Sess. (Sc.)) 100
——— v. Finnigan (Ct. of Sess. (Sc.)) 101
——— v. Gordon (Ct. of Sess. (Sc.)) 134
——— v. M'Culloch (Ct. of Sess. (Sc.)) 124
——— v. Macfarlane (Ct. of Sess. (Sc.)) 96
——— v. Murray (Ct. of Sess. (Sc.)) 110
——— v. Robertson (Ct. of Sess. (Sc.)) 132
——— v. Wilson (Ct. of Sess. (Sc.)) 118
Love, Willson v. 53 (10)
Lowe v. Volp 20 (13)
Lowenfeld, Hammersmith (Vestry of) v. 66 (6)
Lowles, Cremer v. *In re* Haggerston Election Petition . . . 8 (6)
Ludwig, Matheson v. *In re* Doetch 82 (4)
Lumley, *In re. Ex parte* Hood Barrs 90 (6)
Lyons & Sons v. Wilkins . . 33 (18)

McAdam, Resp.; Manchester (Mayor of), Apps. 88 (19)
M'Culloch, Lord Advocate v. (Ct. of Sess. (Sc.)) 124
Macdonald (Trustees of), Aiken v. (Ct. of Sess. (Sc.)) . . . 120
M'Dougal v. Sutherland (Ct. of Sess. (Sc.)) 113
Macduff, *In re.* Macduff v. Macduff 28 (13), 66 (8)
——— v. Macduff. *In re* Macduff 28 (18), 66 (8)
Macfarlane, Lord Advocate v. (Ct. of Sess. (Sc.)) 96
Mackenzie v. Cromartie (Countess of) 62 (18)
McKeown v. Bouvard Peveril Gear Company. 36 (3)
M'Knight, Currie v. 164 (6)
McMurdo, *In re.* Penfield v. McMurdo 171 (9)
———, Penfield v. *In re* McMurdo 171 (9)
M'Nab v. Robertson 179 (7)
Malcolm v. Hancock. *In re* Hancock 19 (7), 61 (11)
Manchester (Mayor of), App.; McAdam, Resp. 88 (19)
Manchester, Sheffield and Lincolnshire Railway Company v. Kingston-upon-Hull (Governors, &c., of) 71 (9)
Manila Railway Company, Resps.; Governments Stock and other Securities Investment Company, Apps. 174 (6)
Mannheim, The 159 (1)
Maréchal Suchet, The 73 (1)
Mariposa, The 75 (1)

Digitized by Google

PAGE

Marriage, Neave & Co., *In re*. North of England Trustee, Debenture, and Assets Corporation *v.* Marriage, Neave & Co. . . 87 (7)
———, North of England Trustee, Debenture, and Assets Corporation *v.* *In re* Marriage, Neave & Co. . . 87 (7)
Mason's Orphanage and London and North Western Railway Company, *In re* 26 (4)
Matheson *v.* Ludwig. *In re* Doetch 82 (4)
Matlock Bath (Urban District of), Resps; Derby (County Council of), Apps. 49 (8)
Maughan *v.* Free Church of Scotland (General Trustees of) (Ct. of Sess. (Sc.)) 105
Mayo, Cubison *v.* 12 (3)
Mayor, Hotchkin *v.* *In re* Fearon 175 (12)
Merchants' Marine Insurance Company, Universo Insurance Company of Milan *v.* 160 (6)
Metropolitan Life Assurance Society, West Derby Union (Guardians of) *v.* West Derby Union (Guardians of) *v.* Priestman . . 156 (12)
Michell, Rowland *v.* . . 74 (5), 167 (10)
Middlesex (County Council of) *v.* St. George's Union (Assessment Committee of) . . . 68 (3), 164 (4)
Middleton, Wood *v.* 176 (16)
Mid-Kent Fruit Factory, *In re* . 4 (5)
Miller *v.* Collins 23 (6)
Mills, Collman *v.* 175 (10)
Mockford, Andrews *v.* 12 (6)
Montagu, *In re*. Faber *v.* Montagu 6 (11)
———, Faber *v.* *In re* Montagu 6 (11)
Montgomeryshire Browery Company, Robinson *v.* 86 (5)
Moran *v.* Place 61 (14)
More-Smyth, Resp.; Mountcashell (Earl of), App. 33 (2)
Morgan *v.* Richardson. *In re* Richardson 8 (5)
Morris, Atkinson *v.* 167 (7)
Mortgage Insurance Corporation, *In re* 4 (3)
Morton *v.* Blackmore. *In re* Brower's Settlement 80 (3)
Mountcashell (Earl of), App.; More-Smyth, Resp. 33 (2)
Munro *v.* Inland Revenue. (Ct of Sess. (Sc.)) 149
Murray *v.* Epsom Local Board . . 175 (9)
———, Lord Advocate *v.* (Ct. of Sess. (Sc.)) 110
Musgrave *v.* Dundee Royal Lunatic Asylum (Ct. of Sess. (Sc.)) . 138
Myrtle, Davidson *v.* *In re* Smith . 74 (6)

National Provincial Bank of England, *Ex parte*. *In re* Newton . 85 (1)
———
land, *Ex parte*. *In re* Sass . . 44 (4)
Nelson *v.* Anglo-American Land Mortgage and Agency Company 166 (4)
Nevill (Lord William), App.; Fine Arts and General Insurance Company, Resps. 171 (5)
New Ormonde Cycle Company, *Ex parte* 78 (7)
New Transvaal Company, *In re* . 82 (3)
New Weighing Machine Co., *In re* 48 (4)
Newell *v.* Newell. 160 (2)
Newlands, Galashiels Provident Building Society *v.* (Ct. of Sess. (Sc.)) 107

PAGE

Newton, *In re*. *Ex parte* National Provincial Bank of England . 85 (1)
Nobbs, *In re*. Nobbs *v.* Law Reversionary Interest Society . . 155 (10)
——— *v.* Law Reversionary Interest Society. *In re* Nobbs . . 155 (10)
Noel *v.* Redruth Foundry Company 27 (7)
North British and Mercantile Insurance Company, Kirby *v.* . 64 (5)
North Eastern Railway Company, Emsley *v.* 23 (9)
North London Railway Company and Lloyd, *In re* 61 (15)
North of England Trustee, Debenture, and Assets Corporation *v.* Marriage, Neave & Co. *In re* Marriage, Neave & Co. . . 87 (7)
Norton *v.* Dashwood 78 (5)
Nourse *v.* Liverpool Sailing Shipowners' Mutual Protection and Indemnity Association . . 60 (5)
N——, P—— *v.* 175 (13)

Oake, Finch *v.* 10 (13)
Official Receiver, *Ex parte*. *In re* Goudie 89 (2)
———, *Ex parte*. *In re* Graydon 22 (3)
Ogston, App.; Aberdeen District Tramways Company, Resps. . 175 (14)
———, App.; Stewart's Trustees, Resps. 36 (6)
Ongley (Lord), *In re*. Ottley *v.* Turner 31 (11), 54 (16)
Oporto, The 170 (1)
Osborn *v.* Wood Brothers . . 174 (8)
Ottley *v.* Turner. *In re* Lord Ongley 31 (11), 54 (16)

Paine, *In re*. *Ex parte* Read . 154 (2)
Palmer *v.* Rich 174 (7)
Panther Lead Company, *In re* . 44 (5)
Paris, The 3 (1)
Parkdale, The 166 (1)
Parr & Co., Pneumatic Tyre Company *v.* 88 (13)
Paterson *v.* Gas Light and Coke Company 66 (4)
Paton, Resp.; Clydesdale Bank and Scott, Apps. 57 (7)
Pattle *v.* Hornibrook 164 (3)
Payne, Reg. *v.* 45 (8)
Pearce, *Ex parte*. Pearce *v.* Bunting. Reg. *v.* Wedd . . . 72 (13)
——— *v.* Bunting. Reg. *v.* Wedd. *Ex parte* Pearce 72 (13)
Pearse, Resp.; Cooper, App. . 40 (3)
Pearson, App.; Belgian Mills Company, Resps. 14 (6)
———, In the Goods of . . 88 (17)
Penfield *v.* McMurdo. *In re* McMurdo 171 (9)
Pennefather, Jones *v.* *In re* Giles 14 (5)
Perkes, Resp.; Deeley, App. . 83 (7)
Peruvian Corporation, Limited, Barry *v.* 2 (6)
Petrie, Smith *v.* (Ct. of Sess. (Sc.)) 96
Petty *v.* Taylor 167 (6)
Phelan, St. Leonard, Shoreditch (Vestry of) *v.* 37 (9)
Phillips, *In re*. *Ex parte* Trebocth Brick Company 44 (3)
——— *v.* Evans 19 (10)
Piercy, *In re*. Whitwham *v.* Piercy 1 (4)
———, Whitwham *v.* *In re* Piercy 1 (4)
Pintsch's Patent Lighting Company, Douglass *v.* 155 (9)

PAGE

Pirbright *v.* Salwey 86 (4)
Pitts *v.* George & Co. 158 (4)
Place, Moran *v.* 61 (14)
Pledge *v.* White 40 (5)
Plymouth (Mayor of), Reg. *v.* . 5 (10)
Pneumatic Tyre Company *v.* Parr & Co. 88 (13)
Pocock and Prankerd's Contract, *In re* 2 (9)
Pollard's Settlement, *In re* . 45 (9), 83 (6)
Portland Urban District Council and Tilley & Co., *In re* An Arbitration between . . . 61 (13)
Potter & Co. *v.* Burrell & Son . 162 (15)
Powell *v.* Birmingham Vinegar Company 42 (6)
Powell & Sons, *In re* 36 (2)
Practice Direction—Proxy . . 56 (2)
Prankerd and Pocock's Contract, *In re* 2 (9)
Presteign (Urban District Council of), Reynolds *v.* 46 (11)
Priestman, West Derby Union (Guardians of) *v.* West Derby Union (Guardians of) *v.* Metropolitan Life Assurance Society . 156 (12)
Priestnall, Resp.; Thorpe, App. . 171 (6)
Prinsep (Lady) *v.* Belgravian Estate, Limited 39 (1)
Prout *v.* Cook 155 (8)
Pryor, London County Council *v.* . 15 (9)
P—— *v.* N—— 175 (13)

Queensland Investment and Land Mortgage Company, Resps.; Lock, App. 70 (3)
———
Mortgage Company, Lock *v.* 1 (1), 4 (2)

Rainford Colliery Company, Jackson *v.* 67 (1)
Rathdonnell (Baron), Attorney-General for Ireland *v.* (Ex. Div. (Ir.)) 141
Ray, *In re* 12 (4)
Read, *Ex parte*. *In re* Paine . 154 (2)
Reddaway *v.* Banham 40 (8)
Redruth Foundry Company, Noel *v.* 27 (7)
Rees, *In re* Goods of 57 (12)
Reg. *v.* Bexley Heath Railway Company 58 (14)
—— *v.* Erdheim 63 (1)
—— *v.* Hastings (Mayor, &c., of) . 160 (7)
—— *v.* Hopkins 48 (16)
—— *v.* Kent (Justices of) . . 49 (11)
—— *v.* Leigh (Lord) 161 (9)
—— *v.* Lewis 54 (15)
—— *v.* Lillyman 76 (2)
—— *v.* London (Justices of) . 57 (11)
—— *v.* Payne 45 (8)
—— *v.* Plymouth (Mayor of) . 5 (10)
—— *v.* St. Matthew, Bethnal Green (Vestry of) 78 (6)
—— *v.* Smallman 157 (1)
—— *v.* Smith 42 (4)
—— *v.* Soden 37 (10), 53 (9)
——— 178 (4)
—— *v.* Stewart 14 (4)
—— *v.* Tynemouth District Council 71 (8)
—— *v.* Webb 35 (1)
—— *v.* Wedd. Pearce *v.* Bunting. *Ex parte* Pearce 72 (13)
—— *v.* West Riding of Yorkshire (County Council of) 68 (6)
Religious Tract and Book Society of Scotland *v.* Forbes (Ct. of Sess. (Sc.)) 126

Digitized by Google

PAGE

Revell v. Scott (Ct. of Sess. (Sc.)) . 137
Reynolds v. Presteign (Urban District Council of) . . . 46 (11)
Rhymney Iron Company v. Fowler 62 (16)
Rich, Palmer v. 174 (7)
Richards v. Kidderminster (Mayor of) 48 (3)
——————— (Overseers of) 48 (3)
Richardson, In re. Morgan v. Richardson 8 (5)
———, Morgan v. In re Richardson 8 (5)
Richmond Hill Steamship Company v. Corporation of Trinity House 40 (7), 68 (5)
Rigby & Co., Carter v. . . 68 (4), 71 (10)
Roberts, Collman v. 20 (12)
Robertson, Lord Advocate v. (Ct. of Sess. (Sc.)) 132
———, McNab v. 179 (7)
Robinson, In re. Wright v. Tugwell 170 (2)
——— v. Harkin 72 (15)
——— v. Montgomeryshire Brewery Company . . . 86 (5)
Rochefoucauld v. Boustead . . 74 (2)
——————— . . 178 (5)
Rolfe, Ancell v. 9 (8)
Rose Marie Gold Mining Company, In re 76 (5)
Ross, Barnes v. 83 (5)
Roth, In re. Goldberger v. Roth . 16 (15)
——, Goldberger v. In re Roth . 16 (15)
Roundwood Colliery Company, In re. Lee v. Roundwood Colliery Company 166 (3)
———————, Lee v. In re Roundwood Colliery Company 166 (3)
Rowatt's Wharf, Biggerstaff v. . 46 (17)
Rowland v. Michell . 74 (5), 167 (10)
Rowlands, Trustee of Hill (Lord) v. 56 (1)
Royal College of Surgeons of Edinburgh, Sulley v. (Ct. of Sess. (Sc.)) 98
Royal Insurance Company, Apps.; Watson, Resp. 161 (13)
Rozey, Kemp v. In re Sharland . 62 (19)
Ruck v. Ruck 41 (1)
Rudd v. James 70 (6)
Russell (Countess), App. v. Russell (Earl), Resp. 37 (12)

Sadler v. Great Western Railway Company 57 (9)
St. George's Union (Assessment Committee of), Middlesex (County Council of) v. . 68 (3), 164 (4)
St. John's, Hackney (Vestry of) v. Hutton 158 (5)
St. Leonard, Shoredith (Vestry of) v. Phelan 37 (9)
St. Martin-in-the-Fields (Vestry of) v. Ward 161 (8)
St. Matthew, Bethnal Green (Churchwardens of), Resps.; West Ham Union (Guardians of), Apps. 61 (9)
——————— (Vestry of), Reg. v. 78 (8)
Salomon, App.; Salomon & Co., Resps. 160 (5)
Salomon & Co., Resps.; Salomon, App. 160 (5)
Salwey, Pirbright v. 86 (4)
Sampson, In re. Sampson v. Sampson 32 (12)

PAGE

Sampson v. Sampson. In re Sampson 32 (12)
Samuel, D'Errico v. 5 (8)
Sander's Settlement, In re . 9 (11), 24 (10)
Sanguinetti v. Stuckey's Banking Company 23 (7)
Sass, In re. Ex parte National Provincial Bank of England . 44 (4)
Satanita, The. Clarke, App.; Earl of Dunraven, Resp. . . . 164 (5)
Saul, In the Goods of 46 (15)
Savoy (Overseers of the), Apps.; Art Union of London, Resps. . 54 (11)
Scarborough Post Newspaper Company, Whittaker v. 71 (11)
Scholfield, App.; Londesborough (Earl of), Resp. 86 (3)
Scott, In re. Ex parte Scott . 52 (1)
——, Revell v. (Ct. of Sess. (Sc.)) 137
Scottish Investment Trust Company v. Surveyor of Taxes (Ct. of Sess. (Sc.)) 108
Scottish Provident Institution, Forbes v. (Ct. of Sess. (Sc.)) . 122
Scovell's Divorce Bill 60 (3)
Seadon and Stuart and Olivant's Contract, In re 58 (16)
Seaman, In re. Ex parte Furness Finance Company 22 (2)
——— v. Burley 82 (1)
Sears, Akers v. In re Gray . . 83 (8)
Severn and Wye and Severn Bridge Railway Company, In re . . 30 (3)
Shankland & Co., Henderson Bros. v. 30 (6)
Sharland, In re 15 (13)
———, In re. Kemp v. Rozey . 62 (19)
Sharman, South Staffordshire Waterworks Company v. . . . 57 (6)
Shears v. Goddard 26 (1)
Shields v. Howard 155 (7)
Shoe Machinery Company v. Cutlan 31 (9)
Simmonds, Knight v. . . 22 (4), 56 (4)
Simmons v. Blandy 171 (7)
Simpson v. Hughes 179 (6)
Sims v. Trollope & Sons . . 160 (4)
Skinner, In re 68 (7)
Sloane v. Britain Steamship Co. . 174 (4)
Smallman, Reg. v. 157 (1)
Smelting Company of Australia v. Commissioners of Inland Revenue 167 (8)
Smith, In re. Bain v. Bain . . 88 (16)
——, In re. Davidson v. Myrtle 74 (6)
——— v. English and Scottish Mercantile Investment Trust . 86 (6)
——— v. Gill 68 (2)
——— v. Hammond 46 (14)
———, Hornsey District Council v. 38 (17)
———, Kirkwood v. 46 (16)
——— v. Petrie (Ct. of Sess. (Sc.)) . 95
———, Reg. v. 42 (4)
——— v. Somes. In re Somes . 5 (7)
——— and White's Contract, In re 34 (8)
Soden, Reg. v. 37 (10), 53 (9)
——————— 178 (4)
Somes, In re. Smith v. Somes . 5 (7)
———, Smith v. In re Somes . 5 (7)
South African and Australian Exploration and Development Syndicate, Young v. 60 (1)
South Staffordshire Waterworks Company v. Sharman . . 57 (6)
Southwood, Wild v. 166 (2)
Standard Life Assurance Society, Forbes v. 117
Stanley, Hassell v. 34 (4)
Staples v. Eastman Photographic Materials Company . . . 57 (13)
Stapleton, Airey v. In re Airey . 174 (5)

PAGE

Stead v. Harper 46 (12)
Stephens, Bulkeley v. 48 (2)
Stephenson, In re. Donaldson v. Bamber 168 (12)
Stevens, In re. Clerk v. Stevens . 24 (12)
———, Clerk v. In re Stevens . 24 (12)
Stevenson & Co., Little v. . . 34 (5)
Stewart, Reg. v. 14 (4)
Stewart's Trustees, Resps.; Ogston, App. 36 (6)
Still v. Webb. In re Webb . . 176 (19)
Stokell v. Heywood . . . 65 (1)
Stone, Hart v. In re Hubbuck . 15 (14)
Strachan, Resp.; Universal Stock Exchange, Limited, Apps. . 38 (16)
Strathmore (Earl) v. Vane In re Bowes 10 (14)
Streatham and General Estates Company, In re 164 (2)
Strickland v. Hayes 14 (7)
Stuart and Olivant and Seadon's Contract, In re 58 (16)
Stuckey's Banking Company, Sanguinetti v. 23 (7)
Sudeley (Lord), App.; Attorney-General, Resp. 162 (14)
Suffield, Dugmore v. 50 (13)
Sulley v. Royal College of Surgeons of Edinburgh (Ct. of Sess. (Sc.)). 98
Surveyor of Taxes, Arizona Copper Company v. (Ct. of Sess. (Sc.)) . 93
———————, Scottish Investment Trust Company v. (Ct. of Sess. (Sc.)) 108
Sutherland, M'Dougal v. (Ct. of Sess. (Sc.)) 113
Swoffer v. Swoffer 27 (11)
Symes v. Symes 2 (8)

Taylor, Hewitt v. 13 (1)
———, Petty v. 167 (6)
Tempest, Wynne v. 176 (17)
Tetley, In re 86 (2)
Thomson v. Thomson . . 49 (7), 66 (3)
Thorpe, App.; Priestnall, Resp. . 171 (6)
Thwaites v. Coulthwaite . . 18 (6)
Tilt, In re. Lampet v. Kennedy . 9 (10)
Todd's Divorce Bill 60 (3)
Todmorden Co-operative Society, Escritt v. 23 (5)
Tottenham, In re 37 (11)
Tower Publishing Company, Griffith v. 154 (4)
Trebocth Brick Co., Ex parte. In re Phillips 44 (3)
Trevor v. Hutchins . . . 1 (2), 36 (4)
Trinity House (Corporation of), Richmond Hill Steamship Company v. 40 (7), 68 (5)
Trollope & Sons, Sims v. . . . 160 (4)
Tubbs v. Wynne 167 (11)
Tugwell, Wright v. In re Robinson 170 (2)
Tunbridge Wells (Mayor of), Apps.; Baird, Resp. 53 (7)
Turner, Ottley v. In re Lord Ongley 31 (11), 54 (16)
Twiss, Resp.; Aaron's Reefs, Limited, Apps. 52 (4)
Tyndall, Lawledge v. In re Cook's Trusts 39 (2)
Tynemouth District Council, Reg. v. 71 (8)

United Kingdom Mutual Steamship Assurance Association v. Houston & Co. 43 (1)
Universal Stock Exchange, Limited, Apps.; Strachan, Resp. . . 38 (16)

Digitized by Google

PAGE

Universe Insurance Company of Milan *v.* Merchants' Marine Insurance Company 160 (4)
Unsworth *v.* Jordan 2 (5)

Vane, Strathmore (Earl) *v. In re* Bowes 10 (14)
Van Grutten, Foxwell *v.* 158 (6), 161 (11)
——————, Fricker *v.* . . . 88 (15)
Vogan & Co., Resps.; Cotton, App. 60 (6)
Volp, Lowe *v.* 20 (13)

Walker, Allcard *v.* 53 (8)
Walters, Edwards *v.* . . . 15 (10), 54 (12)
Walthamstow Urban District Council *v.* Henwood 161 (12)
Ward, *In re* 34 (7), 58 (15)
——, St. Martin-in-the-Fields (Vestry of) *v.* 161 (8)
Wassell *v.* Leggatt 18 (4)
Watkins, *In re* 61 (7)
——— *v.* Watkins 66 (2)
Watson, *In re* 41 (2)
———, Resp.; Royal Insurance Company, Apps. 161 (13)
——— *v.* White 56 (3)
Webb, *In re.* Still *v.* Webb . . . 176 (19)
——, Reg. *v.* 35 (1)
——, Still *v. In re* Webb . . . 176 (19)
Webber, *In re* 38 (15)
Wedd, Reg. *v.* Pearce *v.* Bunting. *Ex parte* Pearce 72 (13)

PAGE

Weeding, *In re* 66 (7)
West Derby Union (Guardians of) *v.* Metropolitan Life Assurance Society. West Derby Union (Guardians of) *v.* Priestman . 156 (12)
West Ham Union (Assessment Committee of), Apps.; Essex (Justices of), Resps. 57 (10)
——————(Guardians of), Apps.; St. Matthew, Bethnal Green (Churchwardens of), Resps. 61 (9)
West Riding of Yorkshire (County Council of), Reg. *v.* 68 (6)
Western *v.* Bailey 66 (5)
Westminster Brymbo Coal Company, Whitwham *v.* 42 (7), 72 (14)
White, Cook *v.* 14 (2)
——, Pledge *v.* 40 (5)
——, Watson *v.* 56 (3)
——— and Smith's Contract, *In re* 34 (8)
Whittaker *v.* Scarborough Post Newspaper Company . . . 71 (11)
Whitwham *v.* Piercy. *In re* Piercy 1 (4)
——————— *v.* Westminster Brymbo Coal Company . . . 42 (7), 72 (14)
Whyte, Great Britain Steamship Premium Association *v.* (Ct. of Sess. (Sc.)) 91
Wild *v.* Southwood 166 (2)
Wilding, Ainsworth *v.* 30 (5)
Wilkins, Lyons & Sons *v.* . . . 38 (18)
——— *v.* Wilkins 19 (8)

PAGE

Williams *v.* Williams 45 (10)
Willoughby, Liquidation Estates Purchase Company *v.* . . . 40 (4)
Willson *v.* Love 53 (10)
Wilmot *v.* Alton 160 (3)
Wilson, Lord Advocate *v.* (Ct. of Sess. (Sc.)) 118
Winkle *v.* Bailey 175 (11)
Winterton (Lord), How *v.* . . . 84 (10)
Wise, *In re* 4 (6)
Wolfe, *Ex parte. In re* Barr . 52 (2)
Wood, *In re. Ex parte* Fanshawe. 163 (1)
——, *In re.* Attorney-General *v.* Anderson 78 (4)
——— *v.* Middleton 176 (16)
——— *v.* Woodhouse and Rawson United 4 (4)
Wood Brothers, Osborn *v.* . . . 174 (18)
Woodhouse and Rawson United, Wood *v.* 4 (4
Worsfold, Hunt *v.* 49 (10
Wragg (C.J.), Limited, *In re* . 166 (5)
Wright *v.* Tugwell. *In re* Robinson 170 (2)
Wroe, *In re* 38 (19
Wynne *v.* Tempest 176 (17)
———, Tubbs *v.* 167 (11)

Yates, App.; Higgins, Resp. . 8 (4
Young *v.* South African and Australian Exploration and Development Syndicate . . . 60 (1

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BARBER v. BARBER	*Gorell Barnes J.*	1
BARRY v. PERUVIAN CORPORATION	*C. A.*	2
KIRBY v. SCHOOL BOARD FOR HARROGATE	*North J.*	2
LOCK v. QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY	*Stirling J.*	1
PIERCY, *In re.* WHITWHAM v. PIERCY	*North J.*	1
POOCK AND PRANKERD'S CONTRACT, *In re*	*Stirling J.*	2
SYMES v. SYMES	*North J.*	2
TREVOR v. HUTCHINS	*Stirling J.*	1
UNSWORTH v. JORDAN	*North J.*	2

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, December 20, 1895.

Fletcher v. *Hopcraft.* Appeal from Charles J. Dismissed.
Hirst v. *Williams.* Appeal from Charles J. Dismissed.
Turner v. *Roberts.* Appeal from Wright J. Part heard.

TUESDAY, January 14.

Mayor, &c., of London v. *Barnes.* Application for judgment or new trial. Dismissed.
Sedgwick v. *Matthews.* Application for judgment or new trial. Dismissed.
Target v. *Jackson.* Application for judgment or new trial. Dismissed.

WEDNESDAY, January 15.

Powell v. *Powell.* Application for judgment or new trial. Dismissed.
Andrews v. *Mockford.* Application for judgment or new trial. Part heard.

THURSDAY, January 16.

Andrews v. *Mockford.* Application for judgment or new trial. Dismissed.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (1).

1. COMPANY—SHAREHOLDER—*Prepayment of shares in advance of calls—Payment out of capital of interest on amounts prepaid.* One of the articles of the memorandum of association of a limited company not governed by Table A provided that the directors might if they thought fit receive from any shareholder payment of the whole or any part of the amount remaining unpaid on any shares held by him upon such terms as the board might determine. Another of such articles provided that no dividend should be made except out of the net profits of the company, but that the directors might if they saw fit pay out of the capital of the company interest on sums paid up on shares in advance of calls. Certain shareholders had prepaid their shares in full in advance of calls, and the directors had paid them a stipulated interest on the sums prepaid during a period when the company had not only earned no profit, but had suffered a loss:—*Held*, following *Dale* v. *Martin*, 9 Ir. L. R. 498; 11 ib. 371, that the stipulated interest constituted a valid debt of the company, and that it was not *ultra vires* to pay it out of capital. LOCK v. QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY, LIMITED. Jan. 14. Stirling J.

Counsel: *Millar, Q.C.*, and *Brodie Cooper*; *Hastings, Q.C.*, and *C. E. E. Jenkins.* Solicitors: *Ashurst, Morris, Crisp & Co.*; *Trinders & Capron.* W. W. K.

2. DEBTOR AND CREDITOR—STATUTE-BARRED DEBT—*Executor's right of retainer—Fund in Court—Payment out.* The Court will not order a fund to be paid out to an executor or administrator having the legal title to a statute-barred debt merely in order to enable him to acquire a right of retainer thereout. TREVOR v. HUTCHINS. Dec. 21. Stirling J.

Counsel: *Hastings, Q.C.*, and *Brabant*; *Buckley, Q.C.*, and *Fawcus.* Solicitors: *Shearman & Rayner*; *Bone & Keppell.* W. W. K.

3. DIVORCE—PRACTICE—*Motion for leave to proceed without making a co-respondent—Necessity for affidavit in corroboration.* Where, on a motion for leave to proceed without making a co-respondent, it appeared that the affidavit of the petitioner was not corroborated, the motion was adjourned for a week in order that an additional affidavit might be filed; and it was stated that in future such motions would be dismissed, unless supported by affidavits in corroboration. BARBER v. BARBER. Jan. 13. Gorell Barnes J.

Counsel: *A. E. Lyons.* Solicitor: *Downes.* H. D. W.

4. MORTMAIN—DISCRETION OF TRUSTEES—*Real estate—Charity.* A testator who died before 1891 directed trustees to apply one-tenth of the proceeds of real and personal estate above 110,000*l.* "to such Charitable Institutions and objects as my trustees may determine and at such time or times and in such manner as they may think fit." The trustees had in their hands funds above the 110,000*l.* proceeds of real and personal estate. On further consideration of an action to administer the testator's estate, following *Lewis* v. *Allenby*, L. R. 10 Eq. 668, on petition, W. N. (1872) 55, the trustees were given liberty to bring in a statement of the objects (if any) to which they proposed to allocate the proceeds of real and personal estate, but the order was not to interfere with the discretion of the

Digitized by Google

trustees. *In re* PIERCY. WHITWHAM *v.* PIERCY. Jan. 15. North J.

Counsel: *Cozens-Hardy, Q.C.*, and *J. Thompson*; *Ingle Joyce*; *Swinfen Eady, Q.C.*, and *Badcock*; *St. John Clerke, Mulligan, Curtis Price, E. S. Ford*, and *James Rolt*. Solicitors: *Field, Roscoe & Co.*; *Solicitor to the Treasury*; *Crowders & Vizard*; *Godden, Son & Holme*; *Robbins, Hay & Co.*; *Foyer & Hordern*. D. P.

---

5. PARTNERSHIP—DISSOLUTION—*Date—Partnership at will—Action for dissolution—Date of issue or of service of writ.* In an action claiming a declaration of the date of the dissolution of a partnership at will between the plaintiff and the defendant, and to have an account taken of the partnership dealings, and the affairs of the partnership wound up by the Court:—*Held*, that the partnership had been dissolved as from the 19th of October (the date of the service of the writ) and not from the 18th of October (the date of the issue of the writ). UNSWORTH *v.* JORDAN. Jan. 11. North J.

Vide Shepherd v. *Allen*, 33 Beav. 577.

Counsel: *Gatey*; *Seddon*. Solicitors: *Hamlin, Grammer & Hamlin*; *Lloyd George & Co.* W. L. C.

---

6. PRACTICE—COMMERCIAL CAUSE—*Application to enter cause in commercial list—Application before appearance of defendant—Power to order costs to be costs in the cause.* An application by a plaintiff, to the judge charged with commercial business, for leave to enter the cause in the separate list of commercial causes, may be made before the appearance of the defendant, and before the time for such appearance has expired, and the judge has power to direct that the costs of the application shall be costs in the cause. BARRY *v.* THE PERUVIAN CORPORATION, LIMITED. Jan. 13. C. A.

Counsel: *Lauriston Batten*. Solicitors: *Smiles, Ollard, Yates & Ollard*. A. M.

---

7. PUBLIC BODY—COMPULSORY POWERS—*Purchase of land by agreement—Restrictive covenant—School Board—Elementary Education Act*, 1870 (*c.* 75), *ss.* 19, 20. A school board purchased by agreement a piece of land the grantor of which was bound by a covenant restricting the right of building thereon:—*Held*, that the board, having acquired the land for the purposes of the Elementary Education Act, 1870, were not bound by the restrictive covenant, and that the only remedy of the covenantee was compensation under sect. 68 of the Lands Clauses Consolidation Act, 1845. KIRBY *v.* SCHOOL BOARD FOR HARROGATE. Dec. 20. North J.

Counsel: *Vernon Smith, Q.C.*, and *Curtis Price*; *Swinfen Eady, Q.C.*, and *Micklem*. Solicitors: *Foyer & Hordern*; *Corbin & Greener*. W. L. C.

---

8. SETTLEMENT — APPOINTMENT — *Construction—Remoteness—Contingent remainder or executory limitation.* By a marriage settlement executed in 1819 of real estate of the husband power was given to the husband and wife jointly to appoint that after the death of the survivor of them the estate should be to the use of such child or children of the marriage, or the issue of any such child or children, which issue should be living during the joint lives of the husband and wife, as they should appoint, and in default of and subject to any such appointment to the use of the first and other sons of the marriage, successively in tail male. There was only one child of the marriage, a son. He married in 1843, and died in May, 1863. He had seven children born respectively in 1844; 1845; March, 1848; 1850; 1852; 1854; and January, 1863. In September, 1848, the original husband and wife executed a deed by which they jointly appointed that the real estate should, after the death of the survivor of them, be to the use of the three children then born (naming them) of their son, and all other his child and children who should be living at the death of the survivor of the appointors, and to the heirs and assigns of such of them as should attain the age of twenty-five, equally as tenants in common. But in case either of the three named children of the son and any such other child and children as aforesaid should die under twenty-five, then immediately after his or her death to the use of the survivors or other of them, their, his, or her heirs and assigns. Provided that, in case the appointment intended to be thereby made to the after-born children of the son should from any cause fail of effect, the appointors did thereby further declare that the deed should operate as an appointment of the hereditaments to the three then born children of the son, or such of them as should attain twenty-five, their respective heirs and assigns. The husband died in 1867, and his widow died in November, 1873. All the seven children of the son were then living, but only the three elder ones had attained twenty-five. The other four attained twenty-five subsequently:—*Held*, that the limitations of the deed of appointment took effect as legal contingent remainders on the death of the widow; that each of the seven children of the son took one-seventh of the estate for life; and that the three who had attained twenty-five at the death of the widow took the remainder in fee (subject to the life estates) equally between them as tenants in common. SYMES *v.* SYMES. Dec. 21. North J.

In re Lechmere and Lloyd, 18 Ch. D. 524, distinguished.

Counsel: *Vernon Smith, Q.C.*, and *Waggett*; *Swinfen Eady, Q.C.*, and *Curtis Price*. Solicitors: *Guscotte, Wadham & Bradbury*; *Yarde & Loader*. W. L. C.

---

9. VENDOR AND PURCHASER—TITLE — *Settled Lands—Limitation of various interests to the same person by way of succession—Tenant for life—Person entitled to income—Settled Land Act*, 1882 (*c.* 38), *s.* 2, *sub-s.* 1; *s.* 58, *sub-s.* 1 (*ix.*), *sub-s.* 2 Real estate stood limited, under a will, to trustees upon trust for a married woman for life without power of anticipation, with remainder to such uses as she should by will appoint, and in default to the use of herself in fee; and she contracted to sell the property to a purchaser. The Court was not satisfied that these limitations created a "settlement" within sect. 2 of the Settled Land Act, 1882, but *held* that the married woman had the powers of a tenant for life within sect. 58, sub-sect. 1 (ix.), of the same Act, and could make a good title to the purchaser. *In re* POCOCK AND PRANKERD'S CONTRACT. Dec. 21, 1895. Stirling J.

Counsel: *M. Ingle Joyce*; *E. M. Jackson*. Solicitors: *Peake, Bird, Collins & Peake*; *Wing & Dawne*, for *F. & E. H. Jackson*, Wisbeach. W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CAREW, *In re.* CAREW *v.* CAREW	*Stirling J.*	6
D'ERRICO *v.* SAMUEL	*C. A.*	5
HODDINOT *v.* HOME AND COLONIAL STORES	*Div. Ct.*	5
LOCK *v.* QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY	*C. A.*	4
MID-KENT FRUIT FACTORY, *In re*	*Vaughan Williams J.*	4
MORTAGUE, *In re.* FABER *v.* MONTAGU	*Kekewich J.*	6
MORTGAGE INSURANCE CORPORATION, *In re*	*Vaughan Williams J.*	4
PARIS, THE	*Adm. Ct.*	3
REG. *v.* MAYOR, &c., OF PLYMOUTH	*Div. Ct.*	5
SOMES, *In re.* SMITH *v.* SOMES	*Chitty J.*	5
WISE, *In re*	*North J.*	4
WOOD *v.* WOODHOUSE AND RAWSON UNITED	*Vaughan Williams J.*	4

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, January 17.

Turner v. *Roberts.* Appeal from Wright J. Postponed.

Hardaker v. *Idle District Council.* Motion for judgment or new trial. *Cur. adv. vult.*

Whitehouse v. *London and North Western Railway Company.* Motion for judgment or new trial. Refused.

Keys v. *Anglo-Russian Oil Company.* Appeal from Day J. Dismissed.

MONDAY, January 20.

D'Errico v. *Samuel and Another.* Appeal from Lawrance J. Allowed.

TUESDAY, January 21.

Foxwell and Others v. *Van Grutten.* Appeal from Vaughan Williams J. Part heard.

WEDNESDAY, January 22.

Foxwell and Others v. *Van Grutten.* Appeal from Vaughan Williams J. Part heard.

THURSDAY, January 23.

In re Haggerston Election Petition.
Cremer v. *Lowles.* Appeal from Lawrance J. Part heard.

COURT II.

MONDAY, January 20.

Boyd v. *Bischoffsheim.* Application for security for costs. Security ordered, 50*l.*

Drew v. *Paine.* Appeal from North J. Dismissed.

In re Newton (infants). Appeal from Kekewich J. Part heard.

TUESDAY, January 21.

In re Newton (infants). Appeal from Kekewich J. Dismissed.

Chillingworth v. *Chambers.* Appeal from North J. Part heard.

WEDNESDAY, January 22.

Hodgson v. *De Veysey.* Motion to dismiss appeal for non-payment of costs ordered to be paid. A week's further time allowed.

Lock v. *Queensland Investment and Land Mortgage Company.* Appeal from Stirling J. Dismissed.

Finch v. *Oake.* Appeal from Kekewich J. Allowed.

Chillingworth v. *Chambers.* Appeal from North J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (3).

1. **ADMIRALTY—SOLICITOR'S LIEN**—*Charging order—Assignment of sum recovered—Notice—Solicitors Act,* 1860 (*c.* 127), *s.* 28. On the 10th of June, 1895, an action for damage by collision was compromised on the terms that the defendants, the owners of the *Paris,* should pay to the plaintiff, the owner of the *Sam Weller,* 50 per cent. of the damages sustained by the plaintiff by reason of the collision, each party bearing their own costs of the action; and it was further agreed that the amount of the damages should be ascertained by an arbitrator. The defendants' solicitors were pressing the plaintiff for a settlement of claims of clients of theirs against him, and for their own costs when acting for him; and the plaintiff, on the 25th of June, wrote to the defendants' solicitors that he agreed to their settling the amount due to themselves and to certain named clients of theirs "out of the money coming in from *Paris S.S.*" On the 2nd of November the arbitrator made his award and found the sum of 341*l.* 19*s.* 9*d.* to be due from the defendants to the plaintiff, which with 63*l.* 11*s.* 11*d.* agreed costs of the reference made a total of 405*l.* 11*s.* 8*d.* On the 20th of November the defendants' solicitors forwarded to the plaintiff's solicitors a cheque for 17*l.* 6*s.* 2*d.* as the balance out of the 405*l.* 11*s.* 8*d.* after paying the named clients and them-

Digitized by Google

selves. The plaintiff's solicitors took out, under sect. 28 of the Solicitors Act 1860, a summons (adjourned into Court) for a charging order on the fund, to the extent of 172*l.* 13*s.* 3*d.*, made up of 81*l.* 10*s.* 8*d.* costs of the action, 27*l.* 10*s.* 8*d.* extra costs of the reference, and 63*l.* 11*s.* 11*d.* agreed costs of the reference. It was admitted that there was no collusion, and it was agreed that for the purposes of the case the award should be treated as a decree:—*Held*, that the plaintiff's solicitors in the action were entitled to an order charging the sum recovered with the plaintiff's costs to be taxed as between solicitor and client (unless the parties agreed the amount), on the ground that the fund recovered by the exertions of the solicitors was fixed, though not worked out, on the 10th of June, and that the assignment of the fund on the 25th of June was void under the statute, as being an act done operating to defeat the right of the solicitors to a lien for costs, of which right, by reason of the fund being a sum recovered in the action, the defendants' solicitors, and their clients through them, were affected with notice. THE PARIS. Jan. 20. Jeune, Pres.

Counsel: *Dawson Miller; Boyd.* Solicitors: *William A. Crump & Son; Downing, Holman & Co.* T. L. M.

---

2. COMPANY—SHAREHOLDER—*Payment of shares in advance of calls—Payment out of capital of interest on amount prepaid—Companies Act*, 1862 (*c.* 89), *ss.* 14, 38—*Table A, clause* 7. The articles of association of a limited company provided that the board of directors "shall be at liberty from time to time, as they think fit, to receive payment from any shareholder of the whole or any part of the amount remaining unpaid on any shares held by him, upon such terms in all respects as the board may determine," and that "the directors may, if they see fit to do so, pay out of the capital of the company interest on sums paid up on shares in advance of calls." Some of the shareholders paid up the amount remaining uncalled on their shares in advance of calls under an agreement that interest should be paid by the company upon the amounts thus paid up:—*Held*, affirming the decision of Stirling J., *ante*, p. 1 (1), that these provisions of the articles were valid, and that, there being no profits, interest on the moneys paid in advance of calls could legally be paid out of capital. LOCK *v.* QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY, LIMITED. Jan. 22. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Millar, Q.C.*, and *E. Brodie Cooper; Graham Hastings, Q.C.*, and *C. E. E. Jenkins.* Solicitors: *Ashurst, Morris, Crisp & Co.; Trinders & Capron.* W. L. C.

---

3. COMPANY—WINDING-UP—*Joint Stock Companies Arrangement Act*, 1870 (*c.* 104). The Court will not sanction a scheme of arrangement under the Act of 1870 which provides for the payment of costs, or the remuneration of persons whose assistance is required to carry out the scheme, unless express provision is also made for bringing in the costs and remuneration for taxation or allowance by the Court. *In re* MORTGAGE INSURANCE CORPORATION. Jan. 22. Vaughan Williams J.

Counsel: *Buckley, Q.C.*, and *W. F. Hamilton; Frank Evans* and *C. E. E. Jenkins; Byrne, Q.C.*, and *Kirby; Chester.* Solicitors: *Baker, Blaker & Hawes; E. C. Rawlings & Butt; Godden, Son & Holme; Herbert Bentwitch.* F. E.

---

4. COMPANY—WINDING-UP—*Sale of claim for misfeasance—Debenture action—Companies (Winding-up) Act*, 1890 (*c.* 63), *s.* 10. In an action to realize debentures granted by a company, which was afterwards ordered to be wound up, a summons was taken out by the official receiver and liquidator asking for the leave of the Court to take misfeasance proceedings against the directors and auditors of the company, and that the costs might be provided by the receiver in the action. A majority of the debenture-holders was opposed to misfeasance proceedings being taken at the expense of the assets covered by the debentures, and also to abandoning the claims of the debenture-holders to any sums recovered in the proceedings. A suggestion was, however, made by a debenture-holder that if there were people who believed they could make a good thing out of a misfeasance summons they would be prepared, for the right to step into the debenture-holders' shoes, to pay a substantial sum, but that the right should not be given up without anything in return:—*Held*, that an order must be made directing the receiver to sell by auction the claim against the directors and auditors. WOOD *v.* WOODHOUSE AND RAWSON UNITED. Jan. 17. Vaughan Williams J.

Counsel: *Howard Wright; E. C. Macnaghten; Cartmell; C. E. E. Jenkins; Methold.* Solicitors: *Ward, Perks & McKay; Maddisons; Fladgate & Co.; F. Walker; Budd, Johnsons & Jecks.* F. E.

---

5. COMPANY—WINDING-UP—*Set-off—Bankruptcy Act*, 1883 (*c.* 52), *s.* 38—*Judicature Act*, 1875 (*c.* 77), *s.* 10. A company, shortly before passing resolutions for winding up voluntarily, being pressed by creditors, gave to a firm of solicitors a sum sufficient to pay the total amount of the claims, but instructed the solicitors to try to settle the claims for a smaller sum. Some of the claims were so settled, with the result that a balance remained in the hands of the solicitors. They kept an account with the company in their books shewing their receipts and payments, but there was no evidence that they shewed the account to the company:—*Held*, that as the money had been paid by the company for a specific purpose, the *onus* lay on the solicitors to shew that the company had consented to any portion of it being applied for another purpose, and that as the solicitors failed to shew that this consent was given, they could not set off a debt for costs against the liquidator's claim for the balance. *In re* MID-KENT FRUIT FACTORY. Jan. 17. Vaughan Williams J.

Counsel: *Micklem; C. E. E. Jenkins.* Solicitors: *Waterhouse & Co.; Saunders, Hawksford & Bennett.* F. E.

---

6. INFANT—MAINTENANCE—*Validity of Trust—Remoteness—Discretion of trustees—Time for exercise—Power to resort to past accumulations of income—Will—Construction.* A testator by his will dated the 19th of October, 1887, appointed executors and trustees, and bequeathed to them the residue of his personal estate, upon trust for sale and conversion and investment of the proceeds, and to apply the whole income, or such

Digitized by Google

part thereof as his trustees or trustee for the time being in their absolute discretion should think fit, in or towards the maintenance, education, apprenticeship, or in any other manner for the benefit of the child or children of the testator's sister Mrs. Jackson, until they should respectively attain the age of twenty-three, and to accumulate and invest as capital any unapplied portion of the income. And upon further trust, as to both capital and income of the investments, to stand possessed thereof upon trust for the child, if only one, or all the children, if more than one, of Mrs. Jackson who, either before or after her decease, should attain twenty-one (such children, if more than one, to take in equal shares as tenants in common) and the issue of such of the children of Mrs. Jackson as might be then dead, such issue taking only as tenants in common the share which their respective parents would have taken if living. There was a gift over in the event of the death without issue of all the children of Mrs. Jackson in her lifetime. The testator died in February, 1888. Mrs. Jackson, who was a widow, had only two children, a daughter who attained twenty-three on the 10th of March, 1892, and a son who was born on the 28th of May, 1874. On the 30th of January, 1889, upon a summons issued by the trustees of the will, Mrs. Jackson's children being defendants, the Court was of opinion that the bequest of the residuary personalty to those children was void for remoteness, but that the persons to take the residuary personalty could not be determined till the death of Mrs. Jackson. And it was ordered that the trustees should accumulate the surplus income until further order. The trustees had never applied any part of the income under the discretionary trust for maintenance, &c., but had accumulated the whole in accordance with the order of the 30th of January, 1889. Upon a summons by Mrs. Jackson's children, to which the trustees and two of the testator's next of kin were defendants:—*Held*, that the trust for maintenance was distinct from the trust of the capital of the residuary personalty, and was valid; that the trustees could now exercise the discretion given to them by the will; and that in their absolute discretion they might now apply all or any part of the income which accrued down to the 10th of March, 1892, and of the accumulations thereof, in or towards the maintenance, &c., of the two plaintiffs, and similarly might apply all or any part of the income from the 10th of March, 1892, and of the accumulations thereof, and of the future income and accumulations, until the younger plaintiff should attain twenty-three for his maintenance, &c. *In re* WISE. Jan. 16. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Dickinson; Stallard; E. C. Macnaghten; Chaster.* Solicitors: *Hickin, Smith & Capel-Cure; R. E. Bartley; Collyer-Bristow & Co.; Ingle, Holmes & Sons.* W. L. C.

---

7. POWER—RELEASE OF—*Power to appoint among children—Conveyancing and Law of Property Act*, 1881 (c. 41), s. 52. The fact that a release of a limited power of appointment will result in a benefit to the donee of the power, is not sufficient to make the release fraudulent and void. The doctrines applicable to the fraudulent exercise of a power of appointment do not apply to the release of a power of appointment not coupled with a duty. *In re* SOMES. SMITH *v.* SOMES. Jan. 21. Chitty J.

In re Radcliffe, Radcliffe v. *Bewes*, [1892] 1 Ch. 227, discussed and applied.

Counsel: *Farwell, Q.C.*, and *Dauney; Byrne, Q.C.*, and *R. F. Norton; C. E. E. Jenkins.* Solicitors: *Street, Poynder & Whatley; Saxton & Son; Trinder & Capron.* W. C. D.

---

8. PRACTICE—REMITTING ACTION TO COUNTY COURT—*County Courts Act*, 1888 (c. 43), s. 66. Where an order is made that an action be remitted to the county court, unless security for costs is given within a certain time, under sect. 66 of the County Courts Act, 1888, the action nevertheless remains in the High Court until the writ and order are lodged with the registrar of the county court in accordance with the section, and until then the High Court has jurisdiction to make an interlocutory order in the action. D'ERRICO *v.* SAMUEL AND ANOTHER. Jan. 20. C. A. (A. L. Smith and Rigby L.JJ.).

Counsel: *Witt, Q.C.*, and *Rockingham G. Gill; P. Rose-Innes.* Solicitors: *C. T. Wilkinson; Micklem & Hollingworth.* E. L.

---

9. REVENUE—HOUSE DUTY—*Exemption—Customs and Inland Revenue Act*, 1878 (c. 15), s. 13. By 41 Vict. c. 15, s. 13, where any house, being one property, is "divided into, and let in, different tenements, and any of such tenements are occupied solely for the purpose of any trade or business," inhabited house duty is to be assessed as if the house comprised only the tenements other than those so occupied, and a house or tenement so occupied is exempted from the duty. The respondents, being lessees for years of a house, occupied a shop and room on the ground-floor solely for the purposes of their business, and sub-let the upper part of the premises, consisting of two floors, at a weekly rent to a tenant who occupied that part as his residence. The part so occupied by the sub-tenant was divided from the part occupied by the respondents. Having been assessed to house duty for the whole house, the respondents claimed exemption in respect of the part occupied by them:—*Held*, that the house was not "let in different tenements" within the meaning of sect. 13, and therefore the respondents were not entitled to exemption. HODDINOT *v.* HOME AND COLONIAL STORES, LIMITED. Jan. 15. Divisional Court (Wright and Kennedy JJ.).

Counsel: *Sir Richard Webster, A.-G.*, and *Danckwerts; R. M. Bray* and *Clarke Williams.* Solicitors: *The Solicitor of Inland Revenue; Slaughter & May.* W. A.

---

10. SEA FISHERIES REGULATION—APPOINTMENT OF OFFICER—*Conditions made by council as to expenditure.* By sect. 6, subsect. 1, of the Sea Fisheries Regulation Act, 1888 (c. 54), "Subject to any restrictions or conditions as to expenditure made by the council or councils by whom a local fisheries committee is appointed, the committee may appoint such fishery officers as they deem expedient" for the purposes therein specified:—*Held*, that the restrictions and conditions as to expenditure in connection with the appointment of a particular officer cannot be made after the officer has been appointed. And *semble*, that where a local fisheries committee has been appointed by more county or borough councils than one it is open to any one of such councils to make restrictions or conditions as to expenditure under the section without the assent

Digitized by Google

of the other councils. THE QUEEN *v.* MAYOR, &c., OF PLYMOUTH. Jan. 21. Divisional Court (Hawkins and Vaughan Williams JJ.).

Counsel: *Channell, Q.C.*, and *Duke*; *Lawson Walton, Q.C.*, and *Bonsey*. Solicitors: *Field & Roscoe*; *Sharpe, Pritchards & Co.*

J. F. C.

---

11. TRUSTEE—TRUSTEE ACT, 1893 (c. 53), ss. 31, 32, 50—*Infant tenant in tail in possession—Form and effect of vesting order.* Where, under the Trustee Act, 1893, an order is made vesting, or appointing a person to convey, the estate of an infant tenant in tail in possession, the entail and remainders over are, *ipso facto*, barred. The order in such a case should not, as in Seton, p. 1067, Form No. 21, contain a reference to the mode of conveyance under the Fines and Recoveries Act, but should simply vest the land for such estate as the infant, if of full age, could convey. *In re* MONTAGU. FABER *v.* MONTAGU. Jan. 16. Kekewich J.

Counsel: *Renshaw, Q.C.*, and *G. W. Brabant*; *P. O. Lawrence.* Solicitors: *Avison & Co.*, Liverpool; *Greenfield & Cracknall.*

C. C. M. D.

---

12. WILL—CONSTRUCTION—"*Legal disability.*" A testator after giving the income of his residuary estate to his wife for life, subject thereto gave a moiety of such estate to his son; but in case such son should at the death of the testator's wife be "under any legal disability in consequence whereof he would be hindered in or prevented from taking the same for his own personal and exclusive benefit," the testator gave the same to his said son's wife and children. Just before the death of the testator's widow, and while she was *in extremis*, the son, being heavily indebted, applied for and obtained a receiving order and an order of adjudication in bankruptcy against himself. But within three weeks afterwards both these orders were annulled on the ground that they never should have been made:—*Held*, that the "legal disability" contemplated by the testator was not one arising simply from the voluntary act of his son, but one imposed by the law of the land; and that as the bankruptcy of the son had been a mere contrivance on his part to procure a benefit for his wife and children, he was not under any real disability arising therefrom. *In re* CAREW. CAREW *v.* CAREW. Jan. 15. Stirling J.

Counsel: *Hastings, Q.C.*, and *W. Donaldson Rawlins*; *Henry Fellows*; *Theodore Ribton*; *W. C. Fooks*; *Grosvenor Woods, Q.C.*, and *W. F. Phillpotts*; *Elgood*; *C. E. Bovill.* Solicitors: *Busk & Mellor*; *E. Vernor Miles*; *Rye & Eyre*; *E. H. Goddard*; *Mear & Fowler*; *Elgood & Moyle*; *Routh, Stacey & Castle.*

W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ANCELL *v.* ROLFE	*Chitty J.*	9
ATTORNEY-GENERAL *v.* TRUSTEES OF THE LONDON PAROCHIAL CHARITIES	*Stirling J.*	8
BERRY, *In re.* DUFFIELD *v.* BERRY	*Stirling J.*	8
BOWES, *In re.* EARL STRATHMORE *v.* VANE	*North J.*	10
FINCH *v.* OAKE	*C. A.*	10
FORTUNE *v.* HANSON	*Div. Ct.*	8
GEORGE ARMSTRONG & SONS, *In re*	*Stirling J.*	9
GERMANIC, THE	*C. A.*	7
HAGGERSTON ELECTION PETITION, *In re.* CREMER *v.* LOWLES	*C. A.*	8
HUNTINGTON *v.* COMMISSIONERS OF INLAND REVENUE	*Div. Ct.*	9
RICHARDSON, *In re.* MORGAN *v.* RICHARDSON	*North J.*	8
SANDER'S SETTLEMENT, *In re*	*North J.*	9
TILT, *In re.* LAMPET *v.* KENNEDY	*Chitty J.*	9
YATES *v.* HIGGINS AND OTHERS	*Div. Ct.*	8

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, January 24.

In re Haggerston Election Petition.
Cremer v. *Lowles.* Appeal from Lawrance J. Dismissed.

MONDAY, January 27.

Foxwell and Others v. *Van Grutten.* Appeal from Vaughan Williams J. *Cur. adv. vult.*

The Germanic. Owners of Germanic v. *Owners of Cumbræ.* Appeal from the President. Allowed.

TUESDAY, January 28.

Price, Walker & Co., Limited v. *Webb.* Appeal from Charles J. Allowed.

Malcolm v. *Armstrong.* Appeal from Day J. Part heard.

WEDNESDAY, January 29.

Malcolm v. *Armstrong.* Appeal from Day J. Dismissed.

Crawford v. *Wilson, Sons & Co.* Appeal from Mathew J. Part heard.

THURSDAY, January 30.

Crawford v. *Wilson, Sons & Co.* Appeal from Mathew J. Dismissed.

COURT II.

THURSDAY, January 23.

Chillingworth v. *Chambers.* Appeal from North J. *Cur. adv. vult.*

In re Jordan. Sergeantson v. *Stokes.* Appeal from Official Referee's report. Part heard.
In re the same. Same v. *same.* Appeal from same report. Part heard.
In re the same. Same v. *same.* Appeal from Kekewich J. Part heard.
In re the same. Same v. *same.* Restored after Official Referee's report, by order dated May 24, 1894. Part heard.

FRIDAY, January 24.

In re Jordan. Sergeantson v. *Stokes.* Two Appeals from Official Referee's report and two appeals from Kekewich J. Part heard.

SATURDAY, January 25.

In re Jordan. Sargeantson v. *Stokes.* Settled.

MONDAY, January 27.

Horrocks v. *Stubbs.* Appeal from Kekewich J. Part heard.

TUESDAY, January 28.

Horrocks v. *Stubbs.* Appeal from Kekewich J. Dismissed.

In re a Contract between Johnston and Lang, and the Vendor and Purchaser Act, 1874. Appeal from Kekewich J. Dimissed.

Peek v. *Ray.* Appeal from Romer J. Part heard.

WEDNESDAY, January 29.

North London Commercial Permanent Building Society v. *Parr's Banking Company.* Appeal from Chitty J. Inquiry ordered instead of particulars.

Kirby v. *School Board for Harrogate.* Appeal from North J Part heard.

ERRATUM.

In re WISE, *ante* p. 4 (6).

The word "twenty-one" on p. 5, line 11 from top, should be "twenty-three." W. L. C.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (7).

1. **ADMIRALTY—ACTION IN REM**—*Joinder of pilot as defendant.* The plaintiffs, the owners of the steamship *Cumbræ,*

Digitized by Google

commenced an action *in rem* against the steamship *Germanic* for damages by collision. The plaintiffs then applied to the Liverpool District Registrar for liberty to add, as a defendant, the pilot who was compulsorily in charge of the *Germanic* at the time of the collision. The registrar refused the application; but, on appeal to the President of the Probate, Divorce, and Admiralty Division, the plaintiffs obtained the order on the ground that no difficulty would result from engrafting a claim *in personam* on an action *in rem*:—*Held*, by the Court of Appeal—reversing the decision of the President—that, assuming there was jurisdiction, such an order ought not, as a matter of discretion, to be made, as the trial of the action might be thereby embarrassed. THE GERMANIC. Jan. 27. C. A. (Lord Esher M.R., and Lopes and Rigby L.JJ.).

Counsel: *Sir Walter Phillimore* and *Butler Aspinall*; *Joseph Walton, Q.C.*, and *Alex. D. Bateson*. Solicitors: *Hill, Dickinson & Co.*; *Batesons, Warr & Wimshurst*. T. L. M.

---

2. ADULTERATION—ANALYST'S CERTIFICATE, SUFFICIENCY OF—*Sale of Food and Drugs Act*, 1875, *ss.* 6, 18, *Schedule*. In a prosecution under the Sale of Food and Drugs Act, 1875, for selling to a purchaser milk, which was not of the nature, substance, and quality of the milk demanded by him, the only evidence of adulteration was the analyst's certificate, which stated that the sample submitted to him contained "the percentage of foreign ingredients as under: 5 per cent. of added water." Water is one of the constituents of milk, the proportion of water to be found therein varying greatly:—*Held*, that the certificate was bad, because it did not state the whole percentage of water found in the sample, so as to enable the magistrate to form his own conclusion whether or not water had been added, and therefore that he was right in refusing to convict. FORTUNE, App.; HANSON, Resp. Jan. 27. Divisional Court (Wright and Kennedy JJ.).

Counsel: *Macmorran*; *Morton Smith*. Solicitors: *Stanley Hoare*; *W. T. Ricketts*. W. A.

---

3. BURIAL GROUND—BUILDING UPON DISUSED BURIAL GROUND—*Land "set apart for the purposes of interment"—Exception in case of land "sold or disposed of under authority of Act of Parliament"—Michael Angelo Taylor's Act* (57 *Geo.* 3, *c. xxix.*), *ss.* 80, 96—*Disused Burial Grounds Act*, 1884 (*c.* 72), *ss.* 3, 5—*Metropolitan Open Spaces Act*, 1881 (*c.* 34), *s.* 1—*Open Spaces Act*, 1887 (*c.* 32), *s.* 4. In 1885 land forming part of a disused burial ground, building upon which was prohibited by sect. 3 of the Disused Burial Grounds Act, 1884, was acquired by the Commissioners of Sewers under the powers of 57 Geo. 3, c. xxix., for the purpose of widening a street. A portion of such land was afterwards resold by the Commissioners as surplus land to the defendants, who, with the consent of the Charity Commissioners, let it for general building purposes:—*Held*, that the land in question had been "sold under the authority of an Act of Parliament," and, by sect. 5 of the Act of 1884, was consequently excepted from the operation of that Act. ATTORNEY-GENERAL *v.* THE TRUSTEES OF THE LONDON PAROCHIAL CHARITIES. Jan. 29. Stirling J.

In re The Ecclesiastical Commissioners and the New City of London Brewery Company's Contract, [1895] 1 Ch. 702, preferred to *In re The Trustees of St. Saviour's Rectory and Oyler*, 31 Ch. D. 412.

Counsel: *Hastings, Q.C.*, and *Stokes*; *Sir Walter Phillimore, Buckley, Q.C.*, and *R. Neville*; *R. J. Parker*. Solicitors *M. Webb & Sons*; *Robert Pearce*; *Clarke & Blundell*. G. A. S.

---

4. CRIMINAL LAW—CRUELTY TO ANIMALS—*"Domestic animal"—Tame sea-gull—Cruelty to Animals Acts*, 1849 (*c.* 92), *ss.* 2, 29, *and* 1854 (*c.* 60), *s.* 3. The respondents were charged, under 12 & 13 Vict. c. 92, s. 2, with cruelly ill-treating a tame sea-gull. The bird had been the property of its owner for three years, and was used by her in her business as a photographer. It was tame, and was kept in a field. One wing having been pinioned, it could not fly, but could get out of the field by going down a river. It would go to its owner when called, and feed from the hand:—*Held*, that the sea-gull was not a "domestic animal," within the meaning of 12 & 13 Vict. c. 92, s. 29, and 17 & 18 Vict. c. 60, s. 3, and therefore the respondents could not be convicted. YATES, App.; HIGGINS AND OTHERS, Resps. Jan. 25. Divisional Court (Vaughan Williams and Wright JJ.).

Counsel: *Colam*. Solicitor: *Sydney G. Polhill*. P. B. H.

---

5. EXECUTOR—RESIDUE—*Appropriation of assets*. Executors entitled to one-fifth each of a residue, the other three-fifths being settled, before final division, transferred securities, since risen in value, at the then market price, to one of themselves as part of his fifth share:—*Held*, that though there was no corresponding appropriation in respect of the settled shares, the transaction was valid. *In re* RICHARDSON. MORGAN *v.* RICHARDSON. Jan. 29. North J.

Counsel: *Macaskie*; *William Barnard*; *Swinfen Eady, Q.C.*, and *Begg*. Solicitors: *Nicholson, Graham & Graham*, for *Lycett, Manchester*; *Western & Sons*; *Twisden & Co.* D. P.

---

6. PARLIAMENT — ELECTION PETITION — *Particulars — Offences subsequent to date of petition*. Where an election petition alleges various specific offences to have been committed by the respondent, and further charges him with the commission of "other corrupt and illegal practices before, during and after the election," it is not competent to the petitioner to include in his particulars, or to give evidence of, offences alleged to have been committed after the presentation of the petition, unless the petition has been duly amended within the time limited for amendment. *In re* HAGGERSTON ELECTION PETITION. CREMER *v.* LOWLES. Jan. 23, 24. C. A. (Halsbury, L.C., Lopes and Rigby, L.JJ.).

Counsel: *Willis, Q.C.*, and *B. S. Foster*; *Jelf, Q.C.*, and *Lewis Coward*. Solicitors: *H. P. & J. H. Cobb*; *Rollit & Sons*. W. J. B.

---

7. PRACTICE—ADDING PARTIES—*Pending action—Receiving order in bankruptcy against defendant—"Change or transmission*

Digitized by Google

of interest or liability"—Official receiver—Carrying on proceedings—Rules of Supreme Court, Order XVII., *r.* 4—*Bankruptcy Act*, 1883 (*c.* 52)—*Bankruptcy Act*, 1890 (*c.* 71). An official receiver in bankruptcy, having no estate or interest vested in him nor any power conferred on him by the Bankruptcy Acts of bringing or defending actions, stands in a different position to a trustee in a bankruptcy, or a trustee of any composition or scheme in bankruptcy. Accordingly the making, after the commencement of an action, of a receiving order against a defendant does not cause any such change or transmission of interest or liability within the meaning of Order XVII., r. 4, as to render it necessary or desirable that the official receiver should be made a party to the action. Such a transmission of interest or liability within r. 4 of the order would, however, take place when an adjudication order was made, or when a composition or scheme was approved by the Court. *In re* BERRY. DUFFIELD *v.* BERRY. Jan. 22. Stirling J.

Counsel: *Ingle Joyce; Hastings, Q.C.*, and *Begg; Buckley, Q.C.*, and *Medd; E. S. Ford.* Solicitors: *Walter Murton, Duffield & Bruty; Simpson & Co.*, for *Kelly & Keene*, Mold; *Moore & Davies*, for *Lewis & Son*, Wrexham. W. W. K.

---

8. **PRACTICE—COSTS**—*Partition action—Incumbered shares—One set of costs for each share—Discretion of Court.* In a partition action the chief clerk had certified that the property was divisible into six shares, two of which only were incumbered:—*Held*, on further consideration, that only one set of costs in respect of each share ought to be allowed. *Catton* v. *Banks*, [1893] 2 Ch. 221, followed on this point. The time for ascertaining the shares of the persons interested in the property is the date of the chief clerk's certificate. The Court has a general discretion as to the costs, and as a rule will not allow parties representing an incumbered share any additional costs incurred by reason of such incumbrance, which, unlike a settlement or assignment, creates no further subdivision of a share. ANGELL *v.* ROLFE. Jan. 28. Chitty J.

Counsel: *W. M. Cann; Ellis; Cator; T. Douglas.* Solicitors: *Horsley & Weightman; Roe & Wilkie; Radcliffes, Cator & Hood; Pattinson & Brewer.* W. C. D.

---

9. **REVENUE—STAMPS**—*Conveyance on sale—Foreclosure by equitable mortgagee.* An equitable mortgagee by deposit of title-deeds brought an action for foreclosure and obtained a decree by which it was ordered (*inter alia*) that the mortgagor should execute an absolute conveyance of all his estate and interest in the mortgaged property to the mortgagee:—*Held*, that the conveyance executed under the order of Court by the mortgagor was a "conveyance on sale" within the meaning of sect. 54 of the Stamp Act, 1891, and was chargeable with *ad valorem* duty under the head "Conveyance or transfer on Sale" in the first schedule to that Act. HUNTINGTON *v.* COMMISSIONERS OF INLAND REVENUE. Jan. 15, 16. Divisional Court (Wright and Kennedy JJ.).

Counsel: *J. E. Bankes; Sir R. E. Webster, A.-G.*, and *Danckwerts.* Solicitors: *Norris, Allens & Chapman*, for *J. Labron Johnson*, Liverpool; *Solicitor of Inland Revenue.* W. J. B.

10. **SETTLEMENT—EXPECTANCY**—*Cestui que trust dead—Failure of gift—Resulting trust.* By a voluntary settlement in 1880, E., who was contingently entitled in expectancy as one of the next-of-kin of a lunatic, assigned her possible share in his personal estate to trustees, upon trust to pay certain capital sums to certain named persons, amongst them being 500*l.* to K., and then to hold the residue for the plaintiff. K. predeceased the lunatic, who died in 1894 intestate and a bachelor. In April, 1895, E. wrote to the administrator of the lunatic requesting him to pay and transfer her share to the trustees of the settlement, and the question now raised was, who was entitled to the 500*l.* settled on K. It was admitted that the assignment of a mere expectancy in 1880 was inoperative, and that there was no effectual assignment till the letter of confirmation in April, 1895:—*Held*, that the settlement could not operate in favour of K., who was dead at the time of its confirmation in 1895, which had no retrospective effect; that the 500*l.* did not fall into residue, but that there was a resulting trust in favour of E., the settlor. *In re* TILT. LAMPET *v.* KENNEDY. Jan. 23. Chitty J.

Counsel: *Frank Russell; Rashleigh; Champernowne.* Solicitor: *Godfrey H. Pownall.* W. C. D.

---

11. **SOLICITOR — COSTS** —*Taxation—Scale fee—"Property"—Grant of easement—Solicitors' Remuneration Order*, 1881, *Schedule I., Part I. Held*, that a new grant of an easement is not a conveyance of property within the meaning of Schedule I., Part I., to the Solicitors' Remuneration Order, 1881, and consequently that the scale fee prescribed by that schedule does not apply to such a grant. *In re* SANDER'S SETTLEMENT. Jan. 30. North J.

Decision of Kay J. in *In re Stewart* (41 Ch. D. 494) followed.

Counsel: *W. Baker; J. Gent.* Solicitors: *W. A. Blaxland; Withall, Trotter & Patteson.* W. L. C.

---

12. **SOLICITOR—MISCONDUCT**—*Ex parte order obtained for client—Client alleged lunatic—Pending petition for inquisition—Non-disclosure by solicitor—Costs.* The decisions in *Hartley* v. *Gilbert* (13 Sim. 596) and *Beall* v. *Smith* (L. R. 9 Ch. 85) do not amount to a holding that a solicitor (who believes his client to be sane) cannot take proceedings in the name of the client if he knows that a petition in lunacy has been presented against him, but only that in a proper case the Court will when informed of the petition direct a stay of proceedings pending the completion of the inquiry. A solicitor, believing his client to be of sound mind, obtained an order for her on an *ex parte* application without disclosing the fact that a petition in lunacy was pending against her. She was subsequently found to be of unsound mind. Upon an application to discharge the order:—*Held*, that the solicitor had not been guilty of such professional misconduct as to make him liable for the costs. *In re* GEORGE ARMSTRONG & SONS. Jan. 25. Stirling J.

Counsel: *Buckley, Q.C.*, and *H. Fellows; Hastings, Q.C.*, and *Gatey.* Solicitors: *King, Wigg & Co.*, for *George Armstrong & Sons*, Newcastle-on-Tyne; *J. E. & H. Scott*, for *G. B. Wilson*, Newcastle-on-Tyne. G. A. S.

Digitized by Google

13. VOLUNTARY SOCIETY — MEMBER — *Resignation — Withdrawal before acceptance.* The members of a voluntary trade protection society became such by election, and paid an annual subscription, in return for which they were entitled to legal assistance for the purposes of their trade. The rules contained no provision about the retirement of members. The members incurred no obligation beyond the payment of their subscriptions. A member wrote to the secretary resigning his membership, and, before receiving any acceptance of his resignation, he wrote again withdrawing his resignation. The committee insisted that he had ceased to be a member. Upon a motion by the member for an injunction to restrain the committee and the secretary of the society from excluding him from membership:—*Held* (reversing the decision of Kekewich J.), that the plaintiff was at liberty to resign at any time and that no acceptance of his resignation was necessary, but that he ceased to be a member on the receipt of his letter of resignation by the committee, and could not become a member again without re-election. The injunction granted by Kekewich J. was accordingly dissolved. FINCH *v.* OAKE Jan. 22. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *H. Terrell; Warrington, Q.C.,* and *Charles Church.* Solicitors: *C. O. Pook; Maitlands, Peckham & Co.* W. L. C.

---

14. WILL—CONSTRUCTION—*Bequest to plant trees.* A bequest of money to be laid out in planting trees on an estate of which the testator was tenant for life:—*Held,* primarily for the benefit of the owners for the time being and payable to persons who were absolutely entitled to the estate. *In re* BOWES. EARL STRATHMORE *v.* VANE. Jan. 25. North J.

Counsel: *Crackanthorpe, Q.C.,* and *Samuel Dickinson; G. A. Watson; W. B. Heath; Foster Cooke.* Solicitors: *Rowcliffe, Rawle & Co.; Western & Sons; Minet Harvie & Co.* D. P.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ANDREWS *v.* MOCKFORD	*C. A.*	12
ATKINSON *v.* MAYOR OF CARLISLE	*Div. Ct.*	12
CHRIST CHURCH (VICAR OF), EAST GREENWICH, *Ex parte*	*North J.*	11
CUBISON *v.* MAYO	*C. A.*	12
INGHAM, *In re.* LAWE'S CHEMICAL MANURE COMPANY *v.* INGHAM	*Stirling J.*	12
KIRBY *v.* SCHOOL BOARD FOR HARROGATE	*C. A.*	12
RAY, *In re*	*C. A.*	12

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, January 31.

In re Salomon. Ex parte A. Salomon & Co. Appeal from Mr. Registrar Giffard. Postponed.

In re F. S. A. Devas. Ex parte Official Receiver. Appeal from Vaughan Williams J. Dismissed.

Macrory v. *Gibbon.* Appeal from Wright J. Part heard.

MONDAY, February 3.

Brotherton v. *Sharples.* Appeal from Lawrance J. Allowed.

Bucknall v. *Yorke and Another.* Appeal from Lawrance J. Allowed

Bennett & Co. v. *Condict.* Appeal from Hawkins J. Dismissed.

TUESDAY, February 4.

Tagart, Beaton & Co. v. *Forslind and Another.* Appeal from Cave J. Dismissed.

Macrory v. *Gibbon.* Appeal from Wright J. Dismissed.

WEDNESDAY, February 5.

Cubison v. *Mayo.* Appeal from Day J. Judgment varied.

Clutterbuck v. *Taylor and Another.* Appeal from Lord Chief Justice and Grantham and Vaughan Williams JJ. Part heard.

THURSDAY, February 6.

Clutterbuck v. *Taylor and Another.* Appeal from Lord Chief Justice and Grantham and Vaughan Williams JJ. Postponed.

Reynard v. *Rising and Another.* Appeal from Mathew J. Dismissed.

Draz v. *Ffooks.* Appeal from Lord Chief Justice and Grantham and Vaughan Williams JJ. Part heard.

COURT II.

THURSDAY, January 30.

Kirby v. *School Board for Harrogate.* Appeal from North J. Part heard.

Emsley v. *North Eastern Railway Company.* Appeal from North J. Part heard.

FRIDAY, January 31.

Kirby v. *School Board for Harrogate.* Appeal from North J. Dismissed.

Emsley v. *North Eastern Railway Company.* Appeal from North J. *Cur. adv. vult.*

MONDAY, February 3.

James v. *Buena Ventura Nitrate Grounds Syndicate, Limited.* Appeal from Chitty J. Allowed.

Lunacy matter. *In re Ray.*

Peek v. *Ray.* Appeal from Romer J. Part heard.

TUESDAY, February 4.

Peek v. *Ray.* Hearing concluded. *Cur. adv. vult.*

In re Hubbuck. Hart v. *Stone.* Appeal from Stirling J. Allowed.

Miller v. *Collins.* Appeal from Stirling J. Part heard.

WEDNESDAY, February 5.

Tyers v. *Tyers. In re Brougham. Brougham* v. *Brougham.* Appeal from Kekewich J. Allowed on terms.

Carter v. *Dove.* Appeal from Gorell Barnes J. Dismissed.

Miller v. *Collins.* Appeal from Stirling J. Part heard.

ERRATUM.

Page 10, column 2, line 14, for *Rowcliffes, Rawle & Co.*, read *Young, Jones & Co.*

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (11).

1. CHURCH BUILDING ACTS—CHURCH LAND TAKEN BY PUBLIC BODY UNDER STATUTORY POWERS—*Application of purchase-money—Powers of Ecclesiastical Commissioners*—3 & 4 *Vict. c.* 60, *s.* 19. In 1846 a piece of land was, under the authority and for the purposes of the Church Building Acts, voluntarily granted in fee to the Commissioners for building new churches, to be devoted when consecrated to ecclesiastical purposes for ever. On a part of the land a church was afterwards erected, and the whole was inclosed. The church was consecrated in 1849, but the remainder of the inclosure was not consecrated, it not being intended to use it for burials. In 1882 the then vicar borrowed 600*l.* from the Governors of Queen Anne's Bounty for the purpose of purchasing a house for a vicarage house. The repayment of the 600*l.*, with interest, was secured by a mortgage to the Governors of the glebe, tithes, and other emoluments of the vicarage. The capital was to be repaid by thirty yearly instalments of 20*l.* each. In 1891 the London County Council under their statutory powers purchased from the then vicar a portion of the church inclosure. The purchase-money was paid into Court and the land purchased was conveyed by the vicar to the County Council in December, 1892. In June, 1895, the Ecclesiastical Commis-

Digitized by Google

sioners (who were the successors of the Church Building Commissioners), purporting to act under the powers conferred on them by sect. 19 of 3 & 4 Vict. c. 60, and with the consent of the donors of the land granted in 1846, executed a document by which they directed that 250*l.* of the fund in Court should be applied in part payment of the principal remaining due on the mortgage to Queen Anne's Bounty, and that the residue of the fund should be applied in paying the cost of certain repairs to the church. On a summons by the vicar, asking that the fund in Court might be paid out in accordance with this direction of the Commissioners:—*Held*, that, notwithstanding the consecration of the church, the Commissioners had power under sect. 19 to give the direction, and that, although, if the present vicar continued vicar till the end of the period of thirty years fixed for the payment of the mortgage debt, the whole of the amount remaining unpaid must be paid by him, the proposed application of the 250*l.* was a proper one under sect. 19. Payment out as asked by the summons was accordingly ordered. *Ex parte* VICAR OF CHR'ST CHURCH, EAST GREENWICH. Feb. 4. North J.

Counsel: *Dibdin; Kenyon Parker.* Solicitors: *Saw & Son; Solicitor to London County Council.* W. L. C.

---

2. COUNTY COURT—COSTS—*Fees to counsel.* In a taxation of costs in a county court on the higher scale, the special item No. 86, which is allowable to counsel where there is no local bar in, or within twenty miles of, the court town, can only be allowed once in the same case, although the counsel engaged may have been present in court on more than one occasion. (See Annual County Court Practice, p. 318.) ATKINSON *v.* MAYOR OF CARLISLE. Feb. 4. Divisional Court (Lawrance and Collins JJ.).

Counsel: *Cavanagh.* Solicitors: *Nicholson, Graham & Graham*, for *Scott*, Carlisle. W. J. B.

---

3. COUNTY COURT—COSTS—*Solicitor and client—Taxation—County Courts Act*, 1888 (*c.* 43), *s.* 118. Sect. 118 of the County Courts Act, 1888, does not render taxation of costs and charges incurred in the county court as between solicitor and client a condition precedent to the solicitor's right to recover such costs and charges from the client, when there has been no application for taxation by the client, and the time within which taxation can be claimed has gone by. CUBISON *v.* MAYO. Feb. 5. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *Moresby; Harry Dobb.* Solicitors: *E. Chester; A. E. Cubison.* E. L.

---

4. LUNACY—SETTLED ESTATE—*Lunatic tenant for life—Committee—Sale of lunatic's property under Settled Land Acts—Conveyance—Covenants for title by Committee—Settled Land Act*, 1882 (*c.* 38), *s.* 62—*Lunacy Act*, 1890 (*c.* 5), *ss.* 120, 124. Sect. 124 of the Lunacy Act, 1890, enabling the committee of a lunatic on his behalf to execute and do all such assurances and things for giving effect to any order under the Act as the judge directs, must be construed as giving the Court jurisdiction to authorize a committee who is selling the lunatic's property under an order in that behalf, not only to convey the same on his behalf, but also on his behalf to enter into with the purchaser the covenants usual and proper in such a conveyance, including the ordinary covenants for title. *In re Fox (a Lunatic)*, 33 Ch. D. 37, is not a decision that in no case can the Court authorize the committee of a lunatic to enter into any covenants on his behalf. *In re* RAY. Feb. 3. C. A. (Lindley, Kay, and A. L. Smith L.JJ.).

Counsel: *Crackanthorpe, Q.C.*, and *Borthwick.* Solicitors: *Blunt & Co.* W. W. K.

---

5. PRACTICE—CHIEF CLERK'S CERTIFICATE—*Variation—Time—Extension—Rules of Court*, 1883, *Order* LV., *rr.* 66*a.*, 67, 70, 71. An appointment before a chief clerk to sign the certificate is a purely formal matter, and need not be attended by either party. The plaintiff alone attended such an appointment. The certificate was not then signed, but was handed to the plaintiff for some necessary alteration, and by him passed to the defendants who had the carriage of the proceedings. The defendants made the alteration and returned the certificate to the chief clerk's office. It was then signed and filed without any further appointment being made. The plaintiff, being unaware that the certificate had been filed, allowed the time for moving to vary it to elapse, and now applied for an extension of time:—*Held*, that plaintiff had no right to rely upon another appointment being made, and that no extension of time could be granted. *In re* INGHAM. LAWE'S CHEMICAL MANURE COMPANY, LIMITED *v.* INGHAM. Jan. 28, 31. Stirling J.

Counsel: *C. Church; Hastings, Q.C.*, and *Kenyon Parker.* Solicitors: *Walter B. Styer; Rollit & Sons*, for *Brown, Wilkis & Scott*, Wakefield. G. A. S.

---

6. PRACTICE—COSTS—*Shorthand notes—Motion for new trial—Summing up of judge.* Application having been made, on behalf of the successful party on a motion for judgment or a new trial of the action, that the costs of a shorthand writer's notes of the summing up of the judge at the trial might be allowed: Lord ESHER M.R. (having consulted all the other judges of the Court of Appeal) said that there was no hard and fast rule that such costs would never be allowed, but they would be allowed only in very exceptional cases. The present case was not an exceptional one, and therefore the costs would not be allowed. ANDREWS *v.* MOCKFORD. Jan. 31. C. A. (Lord Esher M.R., and Lopes and Rigby L.JJ.)

Counsel: *Astbury, Q.C.; F. M. Abrahams.* Solicitors: *Nunn & Popham; M. Abrahams, Sons & Co.* W. L. C.

---

7. PUBLIC BODY—COMPULSORY POWERS—*Purchase of land by agreement—Restrictive covenant—School Board—Elementary Education Act*, 1870 (*c.* 75), *ss.* 19, 20. A school board purchased by agreement a piece of land for the purpose of building a school thereon. The board took with notice of a restrictive covenant as to building which it was assumed they had infringed:—*Held*, affirming North J., that the board, having acquired the land for the purposes of the Elementary Education Act, 1870, were not liable to an action for breach of covenant, and that the only remedy of the covenantee was compensation under sect. 68 of the Lands Clauses Consolidation Act, 1845 (c. 18). KIRBY *v.* SCHOOL BOARD FOR HARROGATE. Jan. 31. C. A. (Lindley, Kay, and A. L. Smith L.JJ.).

Counsel: *Vernon Smith, Q.C.*, and *Curtis Price; Swinfen Eady, Q.C.*, and *Micklem.* Solicitors: *Foyer & Hordern*, for *Ward & Sons*, Leeds; *Corbin & Greener*, for *E. Raworth*, Harrogate. H. C. J.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BIRCHALL *v.* BULLOUGH	*Div. Ct.*	15
COOK *v.* WHITE	*Div. Ct.*	14
DRAX *v.* FFOOKS	*C. A.*	14
EDWARDS *v.* WALTERS	*Kekewich J.*	15
GILES, *In re.* JONES *v.* PENNEFATHER	*Kekewich J.*	14
HANKS *v.* BRIDGMAN	*Div. Ct.*	15
HEWITT *v.* TAYLOR	*Div. Ct.*	13
HUBBUCK, *In re.* HART *v.* STONE	*C. A.*	15
JAMES *v.* BUENA VENTURA NITRATE GROUNDS SYNDICATE	*C. A.*	14
LONDON COUNTY COUNCIL *v.* PRYOR	*Div. Ct.*	15
PEARSON *v.* BELGIAN MILLS COMPANY	*Div. Ct.*	14
REG. *v.* STEWART	*Div. Ct.*	14
ROTH, *In re.* GOLDBERGER *v.* ROTH	*North J.*	16
SHARLAND, *In re*	*North J.*	15
STRICKLAND *v.* HAYES	*Div. Ct.*	14

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, February 7.

Drax v. *Ffooks.* Appeal from Lord Chief Justice and Grantham and Vaughan Williams JJ. Dismissed.
Hunt, Cox & Co. v. *Chamberlain.* Appeal from Mathew J. Dismissed.
Copping v. *Kennard.* Appeal from Wright J. Part heard.

MONDAY, February 10.

Copping v. *Kennard.* Appeal from Wright J. Dismissed.
Soley & Co., Limited v. *Lage.* Appeal from Mathew J. Dismissed.
Freeman and Others v. *Saunders.* Appeal from Lawrance J. Order varied.
The Queen on the prosecution of Robert Chapman v. *Incorporated Law Society.* Appeal from Wright and Kennedy JJ. Dismissed.
Duff and Others v. *Bridges and Another.* Appeal from two orders of Cave and Lawrance JJ. Dismissed.
Parsons v. *Arnold.* Appeal from Lawrance J. Dismissed.
Atkins and Others v. *Graham.* Appeal from Lawrance J. Dismissed.

TUESDAY, February 11.

Callender v. *Callender.* Appeal from order of Collins J. Allowed.
Brown v. *Barrett.* Application for judgment or new trial. Dismissed.
Russell v. *Notcutt.* Application for judgment or new trial. Dismissed.

WEDNESDAY, February 12.

Marsh v. *Ashurst.* Application for judgment or new trial. Allowed.

THURSDAY, February 13.

Gaskell and Another v. *Gosling.* Appeal from the Lord Chief Justice. *Cur. adv. vult.*
Pitman v. *Norris.* Appeal from Mathew J. Part heard.

COURT II.

THURSDAY, February 6.

Miller v. *Collins.* Appeal from Stirling J. Hearing concluded. *Cur. adv. vult.*
Jones Brothers & Co. v. *J. Hallworth & Sons.* Appeal from V.-C. of County Palatine of Lancaster. Withdrawn.
In re Whalley. Whalley v. *Lancashire.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.
Norton v. *Manchester, Sheffield, and Lincolnshire Railway Company.* Appeal from V.-C. of County Palatine of Lancaster. Allowed.
Walker v. *Dodds.* Appeal from V.-C. of County Palatine of Lancaster. Part heard.

FRIDAY, February 7.

Walker v. *Dodds.* Appeal from V.-C. of County Palatine of Lancaster. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (13).

1. ADULTERATION—CERTIFICATE OF ANALYST—*Sale of Food and Drugs Act,* 1875 (*c.* 63), *s.* 21. Upon the hearing of an information under the Sale of Food and Drugs Act, 1875, for selling milk which had been adulterated, the certificate of an analyst was produced which stated that six parts of water had been added to every hundred parts of milk. The defendant did not require that the analyst should be called as a witness under sect. 21, but tendered himself to be examined under that section, and gave evidence to shew that no water had been added to the milk:—*Held,* that the certificate of the analyst was not conclusive, but that the question was one of fact for the

Digitized by Google

justices. HEWITT *v.* TAYLOR. Feb. 10. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *W. G. Clay*; *F. G. Newbolt*. Solicitors: *F. C. Hulton*, Preston; *Emmet, Son & Co.*, for *Fletcher*, Mossley.

A. P. P. K.

---

2. ADULTERATION—LIMIT OF TIME FOR TAKING PROCEEDINGS—*Proceedings for giving a false warranty—Sale of Food and Drugs Act*, 1875 (*c.* 63), *s.* 27—*Sale of Food and Drugs Act*, 1879 (*c.* 30), *s.* 10. Where a summons is issued against an original vendor of a perishable article under sect. 27 of the Sale of Food and Drugs Act, 1875, for giving a false warranty in writing to a purchaser in respect of an article of food, it is not necessary that the proceedings should be taken within twenty-eight days from the time of purchase of the food for test purposes. COOK *v.* WHITE. Feb. 10. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Macmorran, Q.C.* Solicitor: *Stanley Hoare.*

A. P. P. K.

---

3. COMPANY—DECEASED MEMBER—*Allotment of new shares—Option—Legal personal representative—Companies Act*, 1862, *Table A, art.* 27. A "member" of a limited company may include a person whose name is on the register of shareholders though he is no longer living; so that the legal personal representative of a deceased member whose name remains on the register may, in exercise of an option given to members, claim an allotment of new shares created by a resolution of the company passed in the member's lifetime, notwithstanding that the resolution giving the option to "members" may have been passed after his death. JAMES *v.* BUENA VENTURA NITRATE GROUNDS SYNDICATE, LIMITED. Feb. 3. C. A. (Lord Herschell, A. L. Smith and Rigby L.JJ.).

Counsel: *Byrne, Q.C.*, and *R. J. Parker*; *Farwell, Q.C.*, and *Methold*. Solicitors: *Parker, Garrett & Parker*; *Budd, Johnson & Jecks.*

G. I. F. C.

---

4. DISEASES OF ANIMALS ACT—ENFORCEMENT OF ACT—*Right of private person to sue for penalties*—57 & 58 *Vict. c.* 57. A private individual has the right to sue for penalties under the Diseases of Animals Act, 1894, and the Orders made under that Act, and the right to enforce such Act and Orders is not confined to the local authority. THE QUEEN *v.* STEWART. Feb. 10. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Commins*; *Bartley*. Solicitors: *J. & R. Gole*, for *Dixon & Syers*, Liverpool; *Sydney G. Polhill.* A. P. P. K.

---

5. EXECUTOR—SURETY—*Retainer—Fund in Court—Receiver—Indemnity.* An executor, who had, as surety, joined with his testator in a promissory note to secure a debt of the testator's to his bankers, was, in a creditors' action for administration of the testator's estate, which was insolvent, *held*, entitled to retain the amount to which he, the executor, was liable as surety on the promissory note, out of legal assets in Court or in the hands of the receiver in the action, notwithstanding the executor's claim had not been made until subsequently to the chief clerk's certificate. *In re* GILES. JONES *v.* PENNEFATHER. Feb. 12. Kekewich J.

In re Harrison, Latimer v. *Harrison*. 32 Ch. D. 395, discussed. See 1 Williams on Executors, 9th ed. pp. 893–4, and Seton on Decrees, 5th ed. p. 1286.

Counsel: *Warrington, Q.C.*, and *Sebastian*; *Renshaw, Q.C.*, and *Waggett*. Solicitors: *Kingsford, Dorman & Co.*, for *J. Brannon*, New Romney; *Warren, Murton & Miller*, for *Hallett, Creery & Co.*, Ashford, Kent. G. I. F. C.

---

6. FACTORY ACTS—CHILD—*Cleaning machinery.* By the Factory and Workshop Act, 1878 (c. 16), s. 9, "a child shall not be allowed to clean any part of the machinery in a factory while the same is in motion by the aid of steam, water, or other mechanical power":—*Held*, that the word "same" meant "the machinery" and not the "part"; so that the section prohibited a child from being allowed to clean the fixed part, not in motion, of a machine in motion. PEARSON, App.; BELGIAN MILLS COMPANY, Resps. Feb. 11. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Henry Sutton*. Solicitor: *The Solicitor of the Treasury.* W. A.

---

7. LOCAL GOVERNMENT—COUNTY COUNCIL—*Bye-law—Using profane or obscene language.* By a bye-law made by a county council, "No person shall in any street or public place or on land adjacent thereto sing or recite any profane or obscene song or ballad or use any profane or obscene language":—*Held*, that the bye-law was bad, since even if the words "or on land adjacent thereto," which were clearly too wide, were struck out, it still went too far in not providing that the act must be done so as to cause annoyance. STRICKLAND *v.* HAYES. Feb. 12. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Crump, Q.C.*; *Channell, Q.C.*, and *Brooke Little*. Solicitors: *Tree*, Worcester; *Clarke & Blundell*, for *Thornely*, Worcester. A. P. P. K.

---

8. LOCAL GOVERNMENT—PAROCHIAL ELECTOR—*Ownership—Married Woman—Local Government Act*, 1894 (*c.* 73). A married woman is not qualified by reason of her ownership of property within a parish to be a parochial elector; for the provision of sect. 43 of the Local Government Act, 1894, in favour of married women does not create a new qualification. So *held*, affirming the decision of the Divisional Court, reported [1896] 1 Q. B. 1. DRAX *v.* FFOOKS. Feb. 7. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Digitized by Google

Counsel: *C. Dodd, Q.C.*, and *A. Macmorran*; *Boydell Houghton*. Solicitors: *Bell, Brodrick & Gray*, for *Parker*, Blandford; *Robins, Hay & Co.*, for *E. Archdall Ffooks*, Sherborne.

E. L.

---

9. METROPOLIS MANAGEMENT—GENERAL LINE OF BUILDINGS. One of a continuous row of houses in a street in the metropolis, having in front forecourts forty feet deep and at the back gardens ninety feet deep, was pulled down, and a new street was made upon its site at right angles to the existing street. The owner of the adjoining house, having without the consent of the London County Council begun to erect buildings upon his forecourt and garden fronting upon the new street and projecting beyond the general line of buildings in such street, was summoned under sect. 75 of the Metropolis Management Act, 1862:—*Held*, that having regard to the size of the forecourt and garden the owner was not entitled to build upon them beyond the general line of buildings of the new street. LONDON COUNTY COUNCIL *v.* PRYOR. Feb. 10. Divisional Court (Lawrance and Collins JJ.).

Lord Auckland v. *Westminster District Board of Works*, L. R. 7 Ch. 597, distinguished.

Counsel: *Avory* and *Daldy*; *M'Call, Q.C.*, and *Macmorran, Q.C.* Solicitors: *Blaxland*; *Edell & Gordon*.

J. F. C.

---

10. PROMISSORY NOTE—"ON DEMAND"—*Maturity—Gift—Renunciation—Bills of Exchange Act*, 1882 (*c.* 61), *ss.* 62, 89. A promissory note payable "on demand" is "at maturity" immediately upon its being made, and therefore, under sects. 62 and 89 of the Bills of Exchange Act, 1882, the holder of the note, in desiring to renounce all rights in it when delivering it to any person other than the acceptor, must make his renunciation in writing, a verbal renunciation being in that case insufficient. EDWARDS *v.* WALTERS. Jan. 31. Kekewich J.

Counsel: *Bramwell Davis, Q.C.*, and *Griffith Jones*; *Renshaw, Q.C.*, and *W. D. Rawlins*. Solicitors: *Minshall, Parry-Jones & Co.*, for *Smith, Owen & Davies*, Aberystwith; *Robbins, Billing & Co.*, for *C. Owen*, Pwllheli, Carnarvon.

G. I. F. C.

---

11. STAMP ACT—UNSTAMPED DOCUMENT—*Evidence*. In an action for money lent, an unstamped promissory note signed by the defendant was put into his hands in the course of cross-examination for the purpose of refreshing his memory and obtaining from him an admission of the loan:—*Held*, that the plaintiff was entitled to use the note for that purpose notwithstanding the provision of the Stamp Act, 1891, that an instrument not duly stamped "shall not be given in evidence or be available for any purpose whatever." BIRCHALL *v.* BULLOUGH. Feb. 12. Divisional Court (Wright and Bruce JJ.).

Counsel: *Lochnis*; *R. V. Bankes*. Solicitors: *Woodcock, Ryland & Parker*; *Rowcliffes & Rawle*.

J. F. C.

12. TRAMWAY—TICKET—*Bye-law—Passenger losing ticket and refusing to pay fare*. By the bye-laws of a tramway company, every passenger when required was to deliver up his ticket or pay the fare legally demandable for the distance travelled over by him, and any person committing any breach of the bye-laws was made liable to a penalty. A passenger having paid his fare and inadvertently thrown away the ticket that he received was unable to deliver it up when required, and declined to pay the fare over again:—*Held*, that the fare was legally demandable, and that the passenger had committed a breach of the bye-law. HANKS *v.* BRIDGMAN. Feb. 10. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *C. W. Mathews* and *C. F. Gill*. Solicitor: *Hugh C. Godfray*.

A. P. P. K.

---

13. WILL—CONSTRUCTION—*Legacy to persons who should have been in testator's employment for more than a specified time*. A testator by his will directed his trustees "to pay to each man who shall have been in my employ over ten years the sum of 10*l.* for each year's service beyond the said ten years":—*Held*, that a man who had been in the testator's employment for fifteen years, but had left his employment before the date of the will, and was not in his employment at the time of his death, was entitled to a legacy of 50*l.* *In re* SHARLAND. Feb. 1. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Tanner*; *Costelloe*; *Curtis Price*; *Vernon Smith, Q.C.*, and *Bardswell*; *Medd*; *L. Ryland*. Solicitors: *Letts Brothers*; *A. Herbelet*; *Yarde & Loader*; *Maples, Teesdale & Co.*

W. L. C

---

14. WILL—CONSTRUCTION—*Power to postpone sale and conversion of estate—Property "not actually producing income"—Tenant for life and remainderman*. The will of a testator contained the ordinary clause empowering his trustees to postpone the sale and conversion of his estate and declaring that the income thereof previous to the conversion should be applied as if it were income arising under investments authorized by the will. Then followed this proviso: "But no property not actually producing income which shall form part of my estate shall be treated as producing income or as entitling any party to the receipt of income." There was a debt, due to the testator at the time of his death, which could not be got in; and the trustees took from the debtor as security for it a third mortgage upon certain policies of insurance on his life. The debtor died in the lifetime of a lady who was tenant for life under the will, and the trustees, who had received neither principal nor interest during his life, realized their security, with the result that, after payment of the prior charges, they received a sum which was less than the amount due by all the interest and some of the capital:—*Held* (reversing the decision of Stirling J.),

Digitized by Google

(1) that according to the rule of the Court this sum represented the arrears of interest as well as the capital, and (2) that it must be treated as property actually producing income within the meaning of the proviso, and must be apportioned between the tenant for life and the remainderman in the proportion that the interest due from the date of the mortgage bore to the capital thereby secured. *In re* HUBBUCK. HART *v.* STONE. Feb. 4. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *O. L. Clare; Cann; Stallard.* Solicitors: *Few & Co.*, for *A. J. Hart*, Eastbourne; *F. J. Evan Jones; Stones, Morris & Stone.* W. W. K.

---

15. WILL—INVESTMENT CLAUSE—*Trust for sale—Power to postpone sale.* A direction to invest in the names of trustees does not authorize investment in securities to bearer, of a class otherwise authorized. A power in a will to postpone the conversion of securities directed to be sold:—*Held*, not to authorize postponement for a definite time, and not to be vested in a majority of trustees. *In re* ROTH. GOLDBERGER *v.* ROTH. Feb. 12. North J.

Counsel: *Upjohn; Fellows; Gore Browne; Capron.* Solicitors: *Morley, Shirreff & Co.; Lattey & Hart; Campbell, Reeves & Hooper.* D. P.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
COLLMAN *v.* ROBERTS	*Div. Ct.*	20
CULLING *v.* CULLING AND NICHOLSON	*Jeune Pres.*	18
HANCOCK, *In re.* MALCOLM *v.* HANCOCK	*Kekewich J.*	19
HARDAKER *v.* IDLE DISTRICT COUNCIL	*C. A.*	19
HEMP, YARN AND CORDAGE COMPANY, *In re.* HINDLEY'S CASE	*Vaughan Williams J.*	17
JOHNSTONE'S TRUSTEES *v.* HAVILAND AND OTHERS	*H. L.*	19
KYFFIN *v.* EAST LONDON WATERWORKS COMPANY	*Div. Ct.*	20
LAND SECURITIES COMPANY, *In re*	*Vaughan Williams J.*	18
LIDDELL *v.* LOFTHOUSE	*Div. Ct.*	18
LOWE *v.* VOLP	*Div. Ct.*	20
PHILLIPS *v.* EVANS	*Div. Ct.*	19
THWAITES *v.* COULTHWAITE	*Chitty J.*	18
WASSELL *v.* LEGGATT	*Romer J.*	18
WILKINS *v.* WILKINS	*C. A.*	19

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, February 14.

Gaskell and Another v. *Gosling.* Appeal from the Lord Chief Justice. *Cur. adv. vult.*

Swyny v. *North Eastern Railway Company.* Appeal from Pollock B. Dismissed.

Pitman v. *Norris.* Appeal from Mathew J. Dismissed.

Thomas and Another v. *Eldrid.* Appeal from Lawrance J. Dismissed.

MONDAY, February 17.

Hardaker and Another v. *Idle District Council and Another.* Application for judgment or new trial. Allowed.

Garland v. *Howard* (*Fairhead*, claimant). Appeal from Lawrance J. Allowed.

Adams v. *Ley.* Appeal from Lawrance J. Dismissed.

Berlinger v. *Condoulis.* Appeal from Pollock B. Part heard.

TUESDAY, February 18.

Louis Roth & Co., Limited v. *Tayson, Townsend & Co.* Appeal from Mathew J. Appeal and cross-appeal dismissed.

WEDNESDAY, February 19.

Turner v. *Roberts.* Appeal from Wright J. Dismissed.

Dove and Others v. *Bell.* Appeal from Wills J. Dismissed.

Tomlinson v. *Broadsmith and Another.* Appeal from Kennedy J. Part heard.

THURSDAY, February 20.

Tomlinson v. *Broadsmith and Another.* Appeal from Kennedy J. Allowed.

COURT II.

WEDNESDAY, February 19.

Wilkins v. *Wilkins.* Application for extension of time for moving for new trial. Granted on terms.

Hodgson v. *De Vesey.* Application to extend time for payment of costs. Refused.

In re J. Hiscoe. Hiscoe v. *Waite.* Application for leave to appeal. Refused.

Boyd v. *Bischoffsheim.* Appeal from North J. Dismissed.

Moore v. *Moore.* Appeal from Gorell Barnes J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (17).

1. COMPANY — WINDING-UP — *Contributory — Underwriting letter.* H., on the 17th of June, 1892, signed and delivered to the promoters of a company a letter agreeing that upon the public issue of its shares he would subscribe for shares in consideration of a premium of 1 per cent. If on the public issue of the company's prospectus the whole share-issue was *bonâ fide* subscribed by the public, no allotment was to be made to H.; and in case of a partial public subscription H. was to have a *pro ratâ* allotment. The letter also contained an authority to the promoters in the event of his not applying for the shares to apply for them in his name, and authority to the directors to allot them to him—the engagement to be binding on H. for two months. The capital was offered to the public on the 20th, 21st, and 22nd of June, but very few applications were made. On the 1st of July, when the subscription list was closed and the invitation to the public had proved an almost total failure, the promoters signed a memorandum at the foot of the letter bearing date the 1st of July, and accepting H.'s offer.

Digitized by Google

The letter with the memorandum thereon and an application by the promoters in H.'s name were afterwards produced to the company, and the shares were thereupon allotted to H., whose name was, with H.'s knowledge, on the register of shareholders of the company when it went into liquidation:—*Held*, that the promoters could not wait to see the result of the invitation to the public and, after it had proved a failure, accept H.'s offer to underwrite; and that H. was not liable as a contributory. *In re* HEMP, YARN AND CORDAGE COMPANY. HINDLEY'S CASE. Feb. 19. Vaughan Williams J.

Counsel: *Buckley, Q.C.*, and *W. F. Hamilton*; *Astbury, Q.C.*, and *E. C. Macnaghten*. Solicitors: *Baker, Blaker & Hawes*; *Nunn & Popham*. F. E.

---

2. COMPANY—WINDING-UP—*Scheme of arrangement—"Discount."* A scheme of arrangement and compromise sanctioned by the Court in a winding-up provided that in addition to a call already made by the liquidator calls should be made for the remainder of the uncalled capital by instalments payable over about four years; and that "an option be given to every shareholder to pay up the total calls, or any portion thereof in the order of due date, under discount at the rate of 4 per cent. per annum, the instalments being taken as payable at the above dates":—*Held*, that, as the scheme aimed at equality among the shareholders and was not intended to be more favourable to rich than to poor shareholders, "discount" meant true discount, and not discount in its popular sense, viz., a rebate of interest on the amounts. *In re* LAND SECURITIES COMPANY. Feb. 20. Vaughan Williams J.

Counsel: *Kirby*; *R. Younger*. Solicitors: *Ashurst, Morris, Crisp & Co*; *Rose & Johnson*. F. E.

---

3. GAMING—USING PLACE FOR PURPOSE OF BETTING—*Gaming Act*, 1853 (*c.* 119), *s.* 3. The respondent was in the habit of resorting to a piece of ground at the back of a hoarding, which was bounded on either side by the stays supporting the hoarding, for the purpose of betting with persons coming to him there:—*Held*, that he ought to have been convicted under sect. 3 of 16 & 17 Vict. c. 119, for using "a place" for the purpose of betting. LIDDELL *v.* LOFTHOUSE. Feb. 13. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Tindal Atkinson, Q.C.*, and *Simey*; *Joseph Walton, Q.C.*, *C. W. Mathews*, and *Stutfield*. Solicitors: *Eldridge & Sprott*, for *Archer & Parkin*, Stockton-on-Tees; *Iliffe, Henley & Co.*, for *Barron & Smith*, Darlington. A. P. P. K.

---

4. HUSBAND AND WIFE—LEGACY FOR SEPARATE USE—*Seizure by husband—Statute of Limitations—Trustee Act*, 1888 (*c.* 59), *s.* 8. Under the will of an aunt, who died in 1875, the plaintiff, who was then a married woman, became entitled to a legacy of 300*l.* for her separate use. In 1876 the legacy was paid to her, in notes and coin, on her separate receipt. Her husband, who knew that the sum was a legacy, forcibly took the money from the plaintiff, and always refused to return it, though asked by the plaintiff to do so from time to time down to the date of his death. The plaintiff never, however, took proceedings to recover the money until after her husband's death, which occurred in 1894:—*Held*, that the husband was affected with notice that the plaintiff was entitled for her separate use; that he was a trustee of the money for the plaintiff; that the Statute of Limitations was no defence; and that the plaintiff was entitled to be paid the amount of the legacy out of her husband's estate, with interest at 4 per cent. from the date of his death. WASSELL *v.* LEGGATT. Feb. 17. Romer J.

Counsel: *Oswald, Q.C.*, and *Stallard*; *Robson, Q.C.*, and *Sims Williams*. Solicitors: *Wellborne & Son*; *Robert Carter*. F. E.

---

5. MARRIAGE—VALIDITY—*Marriage abroad, without banns or licence, on British war-vessel by Church of England minister—Divorce suit—Dissolution.* In a suit for dissolution of marriage, the petitioner, an officer in the British Army, while stationed abroad went through the ceremony of marriage, according to the rites of the Established Church, on board a British war-vessel. The ceremony was performed by the chaplain of the vessel, who was a minister of the Church of England, the captain being also present. Both the contracting parties were members of the Church of England. There was no publication of banns or public notice of any kind prior to the ceremony, and no licence was obtained for its celebration. The Court, following the principles laid down in *Reg.* v. *Millis*, 10 Cl. & F. 534, as explained by Parke B. in *Catherwood* v. *Caslon*, 13 M. & W. 261, but distinguishing those cases from the present one upon the facts:—*Held*, that the marriage of the petitioner was valid, and, that upon proof of the respondent's adultery, he was entitled to a decree of dissolution. CULLING *v.* CULLING AND NICHOLSON. Feb. 18. Jeune Pres.

Counsel: *Bargrave Deane*; *Temple Franks*; *Inderwick, Q.C.*, and *Barnard*. Solicitors: *Brown, Ringrose & Lightbody*; *Lewis & Lewis*; *Soames, Edwards & Jones*. H. D. W.

---

6. PARTNERSHIP—ACTION FOR ACCOUNT—*Illegal business—Betting—Bookmaker's business—Gaming Act*, 1853 (*c.* 119), *s.* 3. The plaintiff and defendant had entered into partnership as commission agents and bookmakers on the terms that the plaintiff should contribute one-fourth of the capital, and be entitled to one-fourth of the net profits, and that the business should be under the control of, and be managed by, the defendant. The plaintiff had determined the partnership, receiving back all his capital, and then brought this action, claiming an account of the profits of the business. The defendant contended that having regard to the nature of the business no such relief could be obtained:—*Held*, that as a bookmaking and betting business could be carried on without contravening the statute 16 & 17 Vict. c. 119, and that as the plaintiff when he entered into this partnership contemplated that the business would be carried on in the ordinary way, and legally, the fact that the defendant might have acted illegally was immaterial, that the defence consequently failed, and the plaintiff was entitled to the account claimed. THWAITES *v.* COULTHWAITE. Feb. 15. Chitty J.

Counsel: *Levett, Q.C.*, and *Moyses*; *R. Younger*. Solicitors: *T. H. Philpots*, for *T. Platts*, Blackburn; *Radford & Frankland*, for *Bowden & Widdowson*, Manchester. W. C. D.

Digitized by Google

7. **POWER—EXECUTION**—*Power to appoint income to wife—Appointment precluding subsequent exercise of power.* By a settlement the tenant for life was empowered to appoint the settled fund amongst his children, subject to a proviso empowering him to appoint one-fourth of the income to a wife for life. In exercise of the powers, he appointed, subject to his own interest, one-fourth of the income to his wife for her life, and subject to his own interest, "and subject also and without prejudice to the trust in favour of" his wife "thereinbefore limited and declared, if the same should take effect," he irrevocably appointed the fund amongst his three children. His wife having died, he married again, and on the occasion of the marriage purported to appoint one-fourth of the income to his second wife for her life:—*Held*, that by the terms of the first appointment he had precluded himself from further exercising the power of appointing in favour of a wife, and that the subsequent appointment was accordingly ineffectual. *In re* HANCOCK. MALCOLM *v.* HANCOCK. Feb. 13. Kekewich J.

Counsel: *C. E. E. Jenkins*; *Renshaw, Q.C.*, and *Ingle Joyce*; *Austen-Cartmell.* Solicitors: *Henry P. Spottiswoode*; *Rowcliffes, Rawle & Co.*; *J. Rogers.* C. C. M. D.

---

8. **PRACTICE—MOTION FOR NEW TRIAL**—*Enlargement of time—Divorce suit—Imposition of terms—Supreme Court of Judicature Act*, 1890 (*c.* 44), *s.* 1—*Rules of the Supreme Court, Order* LXIV., *r.* 7. Since the passing of the Supreme Court of Judicature Act, 1890, the practice with regard to motions for a new trial of a suit in the Divorce Division is regulated (not by the practice under the Matrimonial Causes Acts) but by the practice of the Court of Appeal, and consequently rule 7 of Order LXIV. of the Rules of the Supreme Court applies, and empowers the Court to impose terms upon a party applying for an enlargement of the time within which to move for a new trial. In 1854 a woman married a ship's carpenter. In 1865, he not having been heard of for nearly seven years, she, believing him to be dead, married again. The second husband knew of the first marriage, and that there was no positive proof of the first husband's death. There were eight children of the second marriage. In 1883 the second husband and the wife separated by mutual consent. A separation deed was executed, by which the husband covenanted to pay the wife 12*s.* a week, and she covenanted not to take any proceedings to obtain alimony. In 1892 the wife petitioned for a judicial separation on the ground of the husband's adultery. By his answer he denied the adultery, and also alleged that at the time of his marriage the wife's first husband was alive. The suit was tried with a jury in January, 1895. The jury found that the husband had committed adultery, and that at the time of his marriage the first husband was dead. A decree for judicial separation was made. In September, 1895, the first husband returned to England, and in October the second husband commenced a suit for declaration of nullity of marriage. The wife by her answer pleaded the verdict and decree in the former suit as an estoppel. At the trial Barnes J. was satisfied of the identity of the man who had returned, but thought that he could not make a decree of nullity while the verdict and decree in the former suit stood unimpeached. The second husband then (with leave) applied in the first suit to the Court of Appeal for an enlargement of the time for moving for a new trial, the time limited by the rules having expired:—*Held*, that the time ought to be enlarged, but that the Court had power to impose terms on the applicant, and that he must undertake to secure to the wife during their joint lives a sum of 1*l.* per week for her maintenance (including in this the 12*s.* per week provided by the separation deed). The husband gave the undertaking, and by consent an order was then made setting aside the verdict and decree in the first suit. WILKINS *v.* WILKINS. Feb. 19. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Inderwick, Q.C.*, and *Bargrave Deane*; *Bayford, Q.C.*, *H. A. Forman*, and *F. O. Robinson.* Solicitors: *Lewis & Lewis*; *Edwin Hughes.* W. L. C.

---

9. **PRINCIPAL AND AGENT—CONTRACTOR**—*Liability of principal for negligence of contractor—Public body—Breach of duty—Damage—Remoteness.* A district council employed a contractor to construct a sewer for them. In consequence of his negligence in carrying out the work a gas-main became broken, and the gas escaped from it into the house in which the plaintiffs (a husband and wife) resided, and an explosion took place, by which the wife was injured, and the plaintiffs' furniture was damaged. In an action by the plaintiffs against the district council and the contractor:—*Held*, that the district council owed a duty to the public (including the plaintiffs) so to construct the sewer as not to injure the gas-main; that they had committed a breach of this duty; that, notwithstanding that they had delegated the performance of the duty to the contractor, they were responsible to the plaintiffs for the breach; and that the damages were not too remote. Decision of Wright J. reversed. HARDAKER *v.* IDLE DISTRICT COUNCIL. Feb. 17. C. A. (Lindley, A. L. Smith and Rigby L.JJ.).

Counsel: *Kershaw, Q.C.*, and *W. J. Waugh*; *Tindal Atkinson, Q.C.*, and *Longstaffe.* Solicitors: *Jaques & Co.*; *Flower, Nussey & Fellowes.* W. L. C.

---

10. **REVENUE—DOG LICENCE**—*Refusal of Commissioners to grant certificate of exemption—Offence of trifling nature—Revenue Act*, 1878 (*c.* 15), *s.* 22—*Summary Jurisdiction Act*, 1879 (*c.* 49), *s.* 16. The respondent, a farmer, having been refused by the Commissioners of Inland Revenue a certificate of exemption in respect of his dog, declined to take out a dog licence, and was summoned before justices, who refused to convict on the grounds that the Commissioners ought to have granted a certificate of exemption, and that the offence came within sect. 16 of the Summary Jurisdiction Act, 1879, as being of so trifling a nature that it was inexpedient to inflict any punishment:—*Held*, that the justices had no jurisdiction to review the decision of the Commissioners, and that the offence of refusing to take out a dog licence could not be considered to be of a trifling nature, and therefore did not come within the provisions of sect. 16. PHILLIPS *v.* EVANS. Feb. 14. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Sir R. B. Finlay, S.-G.*, and *Danckwerts.* Solicitor: *The Solicitor of Inland Revenue.* A. P. P. K.

---

11. **SCOTTISH LAW — SATISFACTION** — *Covenant to pay — Legacy of same amount—Portions to children.* In an ante-

Digitized by Google

nuptial marriage settlement made on the marriage of his adopted daughter the testator covenanted to pay 4000*l.* with interest at the rate of 4 per cent. from his death, to be held on trusts declared by reference to the trusts of the adopted daughter's property; with the exception that on the failure of children of the marriage, the 4000*l.* should be held on trust for the testator absolutely. By the marriage contract the adopted daughter assigned to her trustees all after-acquired property. Subsequently the testator, by his trust disposition and settlement, or will, among other "legacies and annuities" directed his trustees to pay "a legacy of 4000*l*," to his said adopted daughter, "who shall be allowed interest at 5 per cent. on that sum so long as she shall prefer to allow it to remain as part of the share in the indigo concern":—*Held*, affirming the Court of Session, Scotland (22 Ct. Sess. Cas. 4th Series (Rettie), 396), that by Scottish law, coupled with the words of gift used, the 4000*l.* given by the will was not intended by the testator to be in satisfaction of the 4000*l.* covenanted to be paid in the marriage settlement, but a legacy in addition thereto. JOHNSTONE'S TRUSTEES *v.* HAVILAND AND OTHERS. Feb. 17. H. L. (Lord Halsbury L.C., Lord Watson, Lord Herschell, Lord Macnaghten, Lord Morris, and Lord Shand).

Counsel: *Henry Johnston* and *C. K. McKenzie* (both of the Scottish Bar); *The Solicitor-General for Scotland* (*A. Graham Murray, Q.C.*), *S. Dickinson*, and *J. D. Sym* (the former and latter of the Scottish Bar). Agents: *Preston, Stow & Preston*, for *J. C. & A. Steuart*, Edinburgh; *Janson, Cobb, Pearson & Co.*, for *J. & J. Ross, W.S.*, Edinburgh.

G. J. W.

---

12. SHOP HOURS ACT, 1892—EMPLOYMENT "IN OR ABOUT A SHOP"—*Work partly away from shop*—55 & 56 *Vict. c.* 62. By the Shop Hours Act, 1892 (c. 62), s. 3, "no young person" (*i.e.*, under eighteen) "shall be employed in or about a shop for a longer period than seventy-four hours, including meal-times, in any one week." The respondent was summoned for having employed a young person in a shop for more than seventy-four hours in one week. The respondent was a news-agent and occupied a shop for his business; he employed a boy under the age of eighteen in connection with the receiving and retailing of newspapers; in the course of his employment the boy fetched newspapers from Fleet Street and delivered them to customers at their addresses, and sold newspapers for the respondent both inside and outside the shop; inside the shop the boy folded newspapers, did up parcels for the country, swept the shop, and cleaned the windows. The time, calculated from that at which the boy arrived at the shop to the time at which he ceased working for the respondent on each day, during one week amounted to eighty-four and a half hours, and during all that time he was employed in performing some of the above duties or in taking his meals. The time during which he was at work in or about the premises did not exceed seventy-four hours including meal-times. The magistrate held that the boy was not "employed in or about a shop" for more than seventy-four hours, and dismissed the summons:—*Held*, that the boy was "employed in or about a shop," within the meaning of the Act, for more than seventy-four hours. COLLMAN *v.* ROBERTS. Feb. 13. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *H. Avory*. Solicitor: *W. A. Blaxland*. W. A.

---

13. TRAMWAY — TICKET — *Bye-law — Passenger refusing to show ticket.* By the bye-laws of a tramway company every passenger when required was to show his ticket (if any), and any person committing any breach of the bye-laws was made liable to a penalty. A passenger, having declined to show his ticket, was summoned by the company for breach of the bye-law. The magistrate declined to convict, on the ground that the bye-law was unreasonable:—*Held*, that the bye-law was not unreasonable, and that the passenger ought to have been convicted. LOWE *v.* VOLP. Feb. 15. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Spokes* and *Hume Williams*; *Francis Watt* and *Arthur May*. Solicitors: *Blyth, Dutton, Hartley & Blyth*; *E. R. Oliver*. A. P. P. K.

---

14. WATERWORKS—METROPOLIS—*Supply—Constant supply —Default by company—Penalties—Proceedings by private persons —Metropolis Water Act*, 1871 (*c.* 113), *ss.* 7, 16, 44, *and* 45. When a metropolitan water company has provided a constant supply of water, under sect. 7 of the Metropolis Water Act, 1871 (c. 113), a private individual, or person aggrieved, cannot proceed for the recovery of the penalties, imposed by sect. 16 of the Act, for refusing or neglecting "to provide and keep . . . a constant supply of pure and wholesome water sufficient for the domestic purposes of the inhabitants." KYFFIN *v.* EAST LONDON WATERWORKS COMPANY. Feb. 13. Divisional Court (Lindley and Kay L.JJ.).

Counsel: *Bousfield, Q.C.*, and *W. H. Eldridge*; *Darling, Q.C.*, and *R. Bray*. Solicitors: *Tiddeman & Enthoven*; *George Kebbell & Miller*. W. A.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CAUCASIAN TRADING CORPORATION, *Ex parte*	*C. A.*	22
CHILLINGWORTH *v.* CHAMBERS	*C. A.*	24
COLLINSON *v.* JEFFERY	*Kekewich J.*	23
EMSLEY *v.* NORTH EASTERN RAILWAY COMPANY	*C. A.*	23
ESCRITT *v.* TODMORDEN CO-OPERATIVE SOCIETY	*Div. Ct.*	23
GRAYDON, *In re. Ex parte* OFFICIAL RECEIVER	*Vaughan Williams J.*	22
KNIGHT *v.* SIMMONDS	*Romer J.*	22
MILLER *v.* COLLINS	*C. A.*	23
SANDER'S SETTLEMENT, *In re*	*C. A.*	24
SANGUINETTI *v.* STUCKEY'S BANKING COMPANY	*Chitty J.*	23
SEAMAN, *In re. Ex parte* FURNESS FINANCE COMPANY	*Vaughan Williams J.*	22
STEVENS, *In re.* CLERK *v.* STEVENS	*Stirling J.*	24

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, February 21.

Attorney-General v. *Baron Sudeley.* Appeal from Lord Chief Justice and Charles J. Allowed.

In re a Bankruptcy Petition. Ex parte the Petitioning Creditors. Appeal from Mr. Registrar Hope. Allowed.

In re a Bankruptcy Petition. Ex parte the Petitioning Creditors. Appeal from Mr. Registrar Giffard. Part heard.

MONDAY, February 24.

Darlinger v. *Condoulis.* Appeal from Pollock B. Stands over.

Thompson v. *Earlam.* Appeal from Wright and Kennedy JJ. Allowed.

In re Charles Lamport. Appeal from Pollock B. Part heard.

TUESDAY, February 25.

Lee v. *Hammett.* Application for judgment or new trial. Allowed.

Stevens v. *Pickering.* Application for judgment or new trial. Allowed.

Mitel v. Bywaters and Another. Application for judgment or new trial. Dismissed.

WEDNESDAY, February 26.

Watson, Todd & Co. v. *Midland Railway Company* (Railway and Canal Commission). Appeal from Collins J., Right Hon. Sir Frederick Peel, and Right Hon. Viscount Cobham. Dismissed.

THURSDAY, February 27.

Shears v. *Goddard.* Appeal from Wright J. Dismissed.

Clutterbuck v. *Taylor.* Appeal from Lord Chief Justice, Grantham and Vaughan Williams JJ. Dismissed.

In re an Arbitration between Campion, Goodsell & Co., Limited, and Smith and Crouch Appeal from Grantham and Lawrance JJ. Allowed.

Thompson & Sheckell, Limited v. *Veale.* Appeal from Lawrance J Part heard.

COURT II.

THURSDAY, February 20.

Chillingworth v. *Chambers.* Appeal from North J. Dismissed.

Emsley v. *North Eastern Railway Company.* Appeal from North J. Dismissed.

Moore v. *Moore* (Probate). Appeal from Gorell Barnes J. Dismissed.

Walker v. *Dodds.* Appeal from V.-C. of County Palatine of Lancaster. *Cur. adv. vult.*

Powell v. *Birmingham Vinegar Brewery Company, Limited.* Appeal from Stirling J. Part heard.

FRIDAY, February 21.

Peek v. *Ray.* Appeal from Romer J. Varied.

Powell v. *Birmingham Vinegar Brewery Company, Limited.* Appeal from Stirling J. Part heard.

SATURDAY, February 22.

Powell v. *Birmingham Vinegar Brewery Company, Limited.* Appeal from Stirling J. Part heard.

MONDAY, February 24.

Miller v. *Collins.* Appeal from Stirling J. Allowed.

Powell v. *Birmingham Vinegar Brewery Company, Limited.* Appeal from Stirling J. Part heard.

TUESDAY, February 25.

Powell v. *Birmingham Vinegar Brewery Company, Limited.* Appeal from Stirling J. *Cur. adv. vult.*

Hurlstone v. *Ashton.* Appeal from Kekewich J. Appeal dismissed. Cross-appeal allowed.

In re Mason's Orphanage and London and North Western Railway Company and Vendor and Purchaser Act, 1874. Appeal from Stirling J. Part heard.

WEDNESDAY, February 26.

Fricker v. *Van Grutten.* Two appeals from Kekewich J. Both dismissed.

In re Sanders. Appeal from North J. Dismissed.

In re South African Trust and Finance Company. Appeal from Vaughan Williams J. Ordered to stand over.

Lancaster v. *Lancaster.* Appeal from President of the Probate Division. Adjourned.

In re Mason's Orphanage and London and North Western Railway Company. Appeal from Stirling J. Part heard.

Digitized by Google

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (22).

1. BANKRUPTCY, ACT OF — EXECUTION UPON AWARD— *Seizure and sale of goods—Bankruptcy Act,* 1890 (*c.* 71), *s.* 1. Where upon an application at chambers an order has been made under the Arbitration Act, 1889 (c. 49), s. 12, that an award for the payment of money made on a submission may be enforced in the same manner as a judgment or order to the same effect, and, a writ of *fi. fa.* having been thereupon issued, goods of the party liable upon the award have been seized and sold in execution:—*Held,* that there is an act of bankruptcy by him within the meaning of the Bankruptcy Act, 1890, s. 1, which provides that "a debtor commits an act of bankruptcy if execution against him has been levied by seizure of his goods under process in an action in any Court, or in any civil proceeding in the High Court, and the goods have been either sold or held by the sheriff for twenty-one days." *Ex parte* CAUCASIAN TRADING CORPORATION, LIMITED. Feb. 21. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *H. Reed, Q.C.,* and *Æ. Mackintosh; Herbert Smith.* Solicitors: *A. Bright; Collyer-Bristow & Co.* E. L.

2. BANKRUPTCY — MORTGAGE OF BOOK-DEBTS — *Notice — Order and disposition — Protected transaction — Bankruptcy Act,* 1883 (*c.* 52), *ss.* 44, 49. In October, 1890, S. by deed assigned to a loan company all sums due and to accrue due to him under a certain contract with the War Office as security for a debt of 30*l.* No notice of this assignment was sent to the War Office. In June, 1892, S. by deed assigned to the same company all sums due and to accrue due to him under the same contract as security for a debt of 74*l.* Notice of this deed was at once sent to the War Office. The 74*l.*, in fact, included the 30*l.* due under the previous deed. In August, 1892, a receiving order was made against S. on a petition grounded on an act of bankruptcy committed by him on the 19th of May previous. In December, 1895, the War Office paid the trustee in bankruptcy about 150*l.* due to S. under the contract. The loan company claimed that they were entitled to be paid out of the 150*l.* the money due to them under both their deeds. The trustee contended (1) that, as no notice was given of the first deed, the money due under the contract was in the order and disposition of the bankrupt at the commencement of the bankruptcy, the 19th of May, 1892, and passed to him as trustee; (2) that the notice to the War Office was not a protected transaction, *i.e.*, a dealing for value within the meaning of sect. 49 of the Bankruptcy Act, 1883; (3) but if it was, it was only effective for the amount actually advanced under the second deed, viz., 15*l.*:—*Held,* that notice to the War Office was equivalent to taking possession, and that the notice coupled with the deed of the 16th of June, 1892, was a dealing for valuable consideration with the bankrupt, and having been made *bonâ fide* and without notice of the act of bankruptcy, was a protected transaction within sect. 49 of the Bankruptcy Act, 1883, and that the doctrine of relation back did not apply; and further, that as the company had taken possession before notice of an act of bankruptcy they could set up both their deeds. *In re* SEAMAN. *Ex parte* FURNESS FINANCE COMPANY, LIMITED. Feb. 11. Vaughan Williams J.

Counsel: *Muir Mackenzie; Carrington.* Solicitors: *Sims & Symes; F. W. Bailey.* H. L. F.

3. BANKRUPTCY — UNDISCHARGED BANKRUPT — *Patent — Royalties—Personal earnings—Salary or income—After-acquired property—Estoppel—Solicitor's lien for costs—Bankruptcy Act,* 1883 (*c.* 52), *s.* 53. In 1893 G., an undischarged bankrupt, invented the great wheel afterwards erected at Earl's Court, and took out patents in connection therewith. In 1894 he granted a licence to a company to erect and run the great wheel for a cash payment of 500*l.* and a royalty of 10*l.* a week so long as the wheel was running. Soon afterwards the official receiver, who was the trustee in bankruptcy, gave the company notice that he claimed the royalties under the licence. The company took out an interpleader summons, which was remitted to a county court for decision. The county court judge held that the sum of 20*l.*, the royalties then due, were the personal earnings of the bankrupt, and refused leave to appeal. Further royalties having accrued due, the official receiver applied for a declaration that the royalties due and to accrue due under the licence were after-acquired property of the bankrupt which vested in him as trustee:—*Held,* that the judgment of the county court estopped the trustee from denying that the royalties were the personal earnings of the bankrupt, but that the balance of authorities shewed that a bankrupt was not entitled to the whole of his personal earnings or salary, but only to so much as was sufficient for the reasonable maintenance of the bankrupt and his family. Treating the case, therefore, as a question of *quantum* only, 5*l.* a week was a fitting sum for the reasonable maintenance of the bankrupt and his family, and the residue would go to the trustee, subject however, as to the whole fund, to the lien of the bankrupt's solicitor for costs properly incurred in taking out and maintaining the patents and carrying through the arrangements with the company. *In re* GRAYDON. *Ex parte* OFFICIAL RECEIVER. Feb. 17. Vaughan Williams J.

Counsel: *Reed, Q.C.,* and *Muir Mackenzie; J. G. Butcher; Hansell.* Solicitors: *R. Davies; E. Kimber; Hasties.* H. L. F.

4. COVENANT — BUILDING SCHEME — *Residential estate — Trade prohibited—Sub-scheme of part of estate—Offensive trades prohibited—Trivial breaches—Acquiescence—Laundry—Injunction.* In 1852 a freehold estate was put up for sale under a building scheme in lots for private residences, subject to conditions of sale which provided that each purchaser should as to the lot or lots purchased by him covenant with the vendor not to permit or suffer any trade or business whatever on any of

Digitized by Google

the lots. The predecessors in title of the plaintiff K. purchased two lots at the sale and entered into the covenant. The unsold lots at this sale were in 1853 sold and conveyed by the same vendor to B. and P. subject to the same restrictive covenant. Subsequently B. and P. sub-divided their purchase into smaller lots for private houses, and sold the same subject to a condition requiring each purchaser to enter into a deed of covenant with them not to permit or suffer any noxious or offensive trade on the lot or lots purchased by him. The plaintiff W. purchased a lot from B. and P., and executed the deed of covenant. The defendant's predecessors in title also bought from B. and P., and executed the deed of covenant; and the defendant, who bought his plot in 1894 with notice of the original restrictive covenant and of the deed of covenant, commenced to build a public laundry. For some years prior to 1894 breaches of the original covenant had been continuously committed on B. and P.'s part of the estate, but in such a quiet and unobtrusive manner as not to attract the attention of K. and W., or other passers-by. K. and W. claimed an injunction to restrain the erection and carrying on of the laundry. The defendant alleged that the plaintiffs had acquiesced in the breaches of covenant, and that the character of the estate was so changed that it would be inequitable to enforce the restrictive covenants:—*Held*, that the neighbourhood had not so changed as to preclude the enforcement of the restrictive covenants; that the plaintiffs had not acquiesced in the trivial breaches that had been committed; and that K. was entitled to an injunction in the terms of the original covenant; but that W. was not entitled to an injunction, for that the laundry was not a noxious or offensive trade within the meaning of the deed of covenant. KNIGHT *v.* SIMMONDS. Feb. 22. Romer J.

Counsel: *Astbury, Q.C.*, and *R. M. Bray*; *Eve, Q.C.*, and *Macnaghten*. Solicitors: *Jenkins, Baker & Co.*; *J. Bartlett*.

H. L. F.

---

5. INDUSTRIAL AND PROVIDENT SOCIETY—INTESTACY OF MEMBER—*Power of committee to distribute property—Industrial and Provident Societies Act*, 1893 (*c.* 39), *s.* 27. The powers given to the committee of an industrial and provident society by sect. 27 of the Industrial and Provident Societies Act, 1893, of distributing in case of the intestacy of a member the property held by him in the society, are purely discretionary and cannot be enforced by action. ESCRITT *v.* TODMORDEN CO-OPERATIVE SOCIETY. Feb. 25. Divisional Court (Wills and Wright JJ.).

Counsel: *C. A. Russell*; *Herbert Lush*. Solicitors: *Bower, Cotton & Bower*, for *Aston, Harwood & Somers*, Manchester; *Emmet, Son & Co.*, for *Ingham*, Todmorden. A. P. P. K.

---

6. MARRIED WOMAN—REVERSIONARY LIFE INTEREST—*Trust money invested on mortgage of land—Conveyance of reversionary life interest—"Interest in land"—Fines and Recoveries Act* (3 & 4 *Will.* 4, *c.* 74), *ss.* 1, 77. In a case not falling within Malins' Act (20 & 21 Vict. c. 57), LINDLEY and A. L. SMITH L.JJ. (KAY L.J. *dissentiente*):—*Held*, overruling the judgment of Stirling J., that a married woman's equitable reversionary life interest in a sum of money properly invested by her trustees on a mortgage of land conveyed to them is within sect. 77 of the Fines and Recoveries Act, so that she can dispose thereof by deed acknowledged and with her husband's concurrence. MILLER *v.* COLLINS. Feb. 24. C. A. (Lindley, A. L. Smith and Kay L.JJ.).

Counsel: *Cozens-Hardy, Q.C.*, and *Willis Bundl*; *Hastings, Q.C.*, and *T. Douglas*. Solicitors: *Kennedy & Hughes*, for *J. A. Hughes*, Wrexham; *Atkinson & Dresser*, for *P. P. Truman*, Nottingham. W. W. K.

---

7. PRACTICE — FORECLOSURE — *Account — Special circumstances—Chief clerk's certificate.* Any special circumstance or fact affecting the amount due from the mortgagor to the mortgagee in a foreclosure action—such as settled account, or valuation of the security in bankruptcy—should be pleaded or brought to the attention of the Court before the usual foreclosure judgment is made, in order that a direction may be given to the chief clerk to have regard, in taking the account, to such special circumstance or fact: otherwise no such question can be subsequently raised on the purely mechanical operation of taking the account. SANGUINETTI *v.* STUCKEY'S BANKING COMPANY. Feb. 19. Chitty J.

Counsel: *Farwell, Q.C., H. Reed, Q.C.*, and *Fossett Lock*; *Levett, Q.C.*, and *G. Henderson*. Solicitors: *Rowcliffes, Rawle & Co.*, for *J. Trevor Davies*, Yeovil, Somerset; *Richard Furber*.

W. C. D.

---

8. PRACTICE—REDEMPTION ACTION—*Payment into Court—Default—Mistake—Extension of time—Jurisdiction.* In a redemption action an order was made giving the plaintiff leave to lodge in Court a named sum, estimated by him to be sufficient to answer the principal, interest and costs due to the defendant, the mortgagee, on his security, and that, "in default of such lodgment within two months from the date of this order, the action be dismissed with costs." The plaintiff failed to lodge the sum in Court within two months from the date on which the order was made, but did so before the expiration of two months from the date on which the order was passed and entered, the delay being due to a mistake of the plaintiff's solicitor, who was under the impression that the time began to run from the latter date. On a motion by the plaintiff the period limited by the order was extended so as to include the date on which the lodgment was actually effected. COLLINSON *v.* JEFFERY. Feb. 21. Kekewich J.

Counsel: *Warrington, Q.C.*, and *Johnston Edwards*; *W. G. Lemon*. Solicitors: *E. F. M. Ryan*; *Hepburn, Son & Cutcliffe*.

G. I. F. C.

---

9. RAILWAY—STATUTORY POWERS—*Railways Clauses Consolidation Act*, 1845 (*c.* 20), *s.* 16—*Expiration of time for completion of railway.* In 1895 a railway company built upon land acquired as to the larger portion under a special Act of 1865, and as to the rest under a special Act of 1891, a new parcels office which obstructed the plaintiff's lights. The new office was situate at some distance from the site of the old one. The time prescribed by each special Act for the construction of the works therein respectively mentioned was five years. Both Acts incorporated the Lands Clauses and Railways Clauses Consolidation Acts, 1845. By sect. 16 of the Railways Clauses Consolida-

Digitized by Google

tion Act a railway company may, subject to the provisions in that and the special Act, and for the purpose of constructing the railway, (*inter alia*) erect warehouses and stations, and "may from time to time alter, repair, or discontinue the before-mentioned works and substitute others in their stead":—*Held*, by LINDLEY and A. L. SMITH L.JJ., that the provisions of the last-mentioned clause were not limited to the time prescribed in the special Act for the completion of the works, and that the new parcels office was a substituted work within that clause. *Held*, by LINDLEY and KAY L.JJ., upon the construction of the special Acts, that the Act of 1891 applied to the whole of the new building. *Held*, therefo re, that as the defendants were acting under statutory powers, no action would lie against them for obstructing the plaintiff's lights, and that his only remedy was compensation under the Lands Clauses Act, 1845. EMSLEY *v.* NORTH EASTERN RAILWAY COMPANY. Feb. 20. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Balfour Browne, Q.C.*, and *H. Terrell*; *Swinfen Eady, Q.C.*, and *J. G. Butcher*. Solicitors: *Pitman & Sons*, for *Emsley, Son & Smith*, Leeds; *Williamson, Hill & Co.*, for *A. Kaye Butterworth*, York. H. C. J.

---

10. SOLICITOR—COSTS—*Taxation—Scale fee—"Conveyance of property"—Grant of new easement—General Order under Solicitors' Remuneration Act*, 1881 (*c.* 44), *rule* 2, *clauses* (*a*) (*c*); *Schedule I., Part I.*; *Schedule II.* *Held*, that clause (*a*) of rule 2 in the General Order under the Solicitors' Remuneration Act, 1881, and Schedule I., Part I., to the Order, apply only to conveyances of property existing before the execution of the conveyance, and not to the creation for the first time of a new easement, such as a grant of a new right of way. Consequently, the remuneration of a solicitor in respect of a grant for a pecuniary consideration of an easement thereby newly created is regulated by clause (*c*) of rule 2, and by Schedule II. to the Order. Decision of North J. (*ante*, p. 9) affirmed. *In re* SANDER'S SETTLEMENT. Feb. 26. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

In re Stewart, 41 Ch. D. 494, and *In re Earnshaw-Wall*, [1894] 3 Ch. 156, approved.

Counsel: *W. Baker*; *Channell, Q.C.*, and *J. Gent*. Solicitors: *W. A. Blaxland*; *Withall, Trotter & Patteson*. W. L. C.

---

11. TRUSTEE—BREACH OF TRUST—*Trustee beneficiary—Contribution between co-trustees.* The plaintiff and defendant were trustees of a trust fund, the plaintiff being himself also a *cestui que trust* of one-fifth of the fund. A loss to the extent of less than one-fifth occurred to the trust fund through insufficient investments, and the whole of the loss was deducted from the plaintiff's one-fifth of the fund:—*Held*, affirming North J., that the whole of the loss must fall on the plaintiff, and that he had no right of contribution from his co-trustee, the defendant. CHILLINGWORTH *v.* CHAMBERS. Feb. 20. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Warmington, Q.C.*, and *A. Statham*; *Swinfen Eady, Q.C.*, and *Tebbutt*. Solicitors: *Brown, Son & Vardy*; *Bramall, White & Sanders*. G. I. F. C.

---

12. WILL—GIFT TO A CLASS—*Vested or contingent interests—Period of ascertainment of class—Remoteness. In re Mervin, Mervin* v. *Crossman*, [1891] 3 Ch. 197, followed, his Lordship observing that the decision in *Elliott* v. *Elliott* (12 Sim. 276) depended upon the language of the will there under consideration, and that in *In re Coppard's Estate*, 35 Ch. D. 350, he had perhaps attached greater weight to *Elliott* v. *Elliott* than he was now prepared to do. He did not intend in *In re Coppard's Estate* to go beyond *Elliott* v. *Elliott*, and so far as *In re Coppard's Estate* did go beyond that case it ought not to be followed. *In re* STEVENS. CLERK *v.* STEVENS. Feb. 20. Stirling J.

Counsel: *E. Beaumont*; *Hastings, Q.C.*, and *Butcher*; *Buckley, Q.C.*, and *Yate Lee*; *Gurdon*. Solicitors: *Fladgate & Co.*; *Caprons, Dalton, Hitchins & Brabant*. G. A. S.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ATTORNEY-GENERAL *v.* GOVERNORS OF CHRIST'S HOSPITAL	*Chitty J.*	26
BARNES, *Ex parte*	*H. L.*	26
CLEGG, PARKINSON & CO. *v.* EARBY GAS COMPANY	*Div. Ct.*	27
DENNISON *v.* JEFFS	*North J.*	26
EARNSHAW *v.* EARNSHAW	*Divorce Ct.*	27
HARLING *v.* HARLING	*Divorce Ct.*	28
LANCASTER *v.* LANCASTER	*C. A.*	27
LANE *v.* LANE	*Divorce Ct.*	27
MACDUFF, *In re.* MACDUFF *v.* MACDUFF	*Stirling J.*	28
MASON'S ORPHANAGE AND LONDON AND NORTH WESTERN RAILWAY COMPANY, *In re*	*C. A.*	26
NOEL *v.* REDRUTH FOUNDRY COMPANY	*Div. Ct.*	27
SHEARS *v.* GODDARD	*C. A.*	26
SWOFFER *v.* SWOFFER	*Divorce Ct.*	27

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, February 28.

In re a Bankruptcy Petition. Ex parte the Petitioning Creditors. Appeal from Mr. Registrar Giffard. Allowed.

MONDAY, March 2.

Carter and Others v. *Rigby & Co.* Appeal from Pollock B. Dismissed.

London County Council v. *Pryor.* Appeal from Lawrance and Collins JJ. Part heard.

TUESDAY, March 3.

London County Council v. *Pryor.* Appeal from Lawrance and Collins JJ. Dismissed.

Thompson & Sheckell, Limited v. *Veale.* Appeal from Lawrance J. Allowed.

Metropolitan Bank of England and Wales, Limited v. *Coppee.* Appeal from Collins J. Dismissed.

WEDNESDAY, March 4.

Barraclough v. *Brown and Others.* Appeal from Mathew J. Dismissed.

Henderson v. *Shankland & Co.* Appeal from Mathew J. Dismissed.

Millwall Dock Company v. *McDougall.* Appeal from Mathew J. Part heard.

THURSDAY, March 5.

Millwall Dock Company v. *McDougall.* Appeal from Mathew J. Dismissed.

Williams v. *Sanderson.* Appeal from Wright J. Dismissed.

COURT II.

THURSDAY, February 27.

In re Mason's Orphanage and London and North Western Railway Company and Vendor and Purchaser Act, 1874. Appeal from Stirling J. Dismissed.

Edgar v. *Jacobs.* Appeal from Kekewich J. Dismissed.

In re Austen. Austen v. *Austen.* Appeal from North J. Part heard.

FRIDAY, February 28.

Walker v. *Dodds.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.

In re Austen. Austen v. *Austen.* Appeal from North J. Dismissed.

In re Holt & Co.'s Trade Mark and Patents, Designs, &c., Acts. Appeal from North J. Part heard.

TUESDAY, March 3.

In re Holt & Co.'s Trade Mark and Patents, Designs, &c., Acts. Appeal from North J. *Cur. adv. vult.*

Liquidation Estates Purchase Company v. *Willoughby.* Appeal from North J. Part heard.

WEDNESDAY, March 4.

Lancaster v. *Lancaster.* Appeal from President of the Probate Division. Dismissed.

In re Anderson. Anderson v. *Anderson.* Appeal from North J. Dismissed.

Scott v. *Hull Steam Fishing and Ice Company.* Appeal from Kekewich J. Order slightly varied.

Liquidation Estates Purchase Company v. *Willoughby.* Appeal from North J. *Cur. adv. vult.*

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 1 (26).

1. BANKRUPTCY — PROTECTION OF BONÂ FIDE TRANSACTIONS—*Act of bankruptcy—Bankruptcy Act*, 1883 (*c.* 52), *s.* 49. A transaction for valuable consideration entered into before the date of a receiving order between the bankrupt and a person who acted *bonâ fide* and without notice of any available prior act of bankruptcy is protected by sect. 49 of the Bankruptcy Act, 1883, although it is an act of bankruptcy. SHEARS *v.* GODDARD. Feb. 27. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *Witt, Q.C.*, and *Muir Mackenzie*; *Herbert Reed, Q.C.*, and *Duke*. Solicitors: *G. Reader & Co.*; *B. Burton*. E. L.

2. BUILDING SOCIETIES ACT, 1874 (c. 42), s. 32, sub-s. 3; s. 38—TREASURY REGULATIONS, 1884, rr. 13, 14—*Instrument of dissolution—Signature—Infant—Agent—Joint shareholder*. The signature of a member of a building society to the duplicate instrument of dissolution returned by the registrar cannot validate an instrument otherwise inoperative. An infant member of a building society can consent to an instrument of dissolution. An agent may sign the name of his principal as testifying consent to dissolution of a building society. For the purpose of consenting to dissolution of a building society joint holders of a share must both sign the instruments of dissolution. A member of a building society who holds shares both jointly and severally need only sign instruments of dissolution in one place to testify consent in respect of both sets of shares. DENNISON *v.* JEFFS. Mar. 4. North J.

Counsel: *Swinfen Eady, Q.C.*, and *McSwinney*; *Vernon Smith, Q.C.*, and *Dunham*. Solicitors: *T. A. Dennison & Co.*; *George Reader & Co.*, for *Broad & Riggall*, Watford. D. P.

3. CHARITY—ENDOWED SCHOOLS ACT, 1869 (c. 56), s. 14—*Excepted endowments—Scheme—Jurisdiction*. This was a scheme relating to the application of certain educational endowments of Christ's Hospital, which is a corporation constituted by Royal Charter and Act of Parliament, which were excepted from a scheme of 1890 made under the powers of the Endowed Schools Act, 1869, because, having been made within fifty years from the passing of that Act, they were by sect. 14 not within the provisions of the Act. The scheme in effect proposed that all the excepted educational endowments should be made over to the governing body constituted by the scheme of 1890 in augmentation of the endowments already comprised therein, and should be dealt with and administered according to that scheme. The scheme was opposed by the existing governing body of the excepted endowments, who before the scheme of 1890 were the governing body of all the endowments, and still are the governing body of the non-educational endowments. CHITTY J., in the course of his judgment, said that sect. 14 of the Endowed Schools Act, 1869, left the jurisdiction of the Court such as it is wholly untouched in regard to endowments within the fifty years' limit: it has neither diminished nor increased the jurisdiction. The utmost that can be said is that, while leaving the jurisdiction of the Court unimpaired, it may form some guide and assistance to the Court in the exercise of its discretion within the limits of its jurisdiction. The policy of the section seemed to be that the excepted endowments were not to be interfered with unnecessarily. And he *held* that it was beyond the jurisdiction of the Court to sanction the scheme in the face of the opposition of the existing governing body, their title being founded on Royal Charter and established by Act of Parliament. To whatever lengths the Court may have gone, it has never assumed legislative authority: it has never by a stroke of the pen at one and the same time revoked a Royal Charter and repealed an Act of Parliament. It has never ousted from its rights of administering the charitable trusts such a body as the present governors against their will, and that, too, in a case where no breach of trust is charged. There is no authority in the books for such a proposition. To establish such a scheme as that proposed nothing less than an Act of Parliament will suffice. ATTORNEY-GENERAL *v.* GOVERNORS OF CHRIST'S HOSPITAL. Mar. 3. Chitty J.

Counsel: *Sir R. Webster, A.-G.*, *Warrington, Q.C.*, and *Dibdin*; *Byrne, Q.C.*, and *Vaughan Hawkins*. Solicitors: *Clabon*; *Beachcroft, Thompson, Hay & Ledward*. G. M.

4. CHARITY LANDS—CHARITY FOUNDED BY DEED—*Sale by trustees of lands under power in deed—Consent of Charity Commissioners—"Scheme legally established"—Charitable Trusts Act*, 1853 (*c.* 137), *s.* 24—*Charitable Trusts Amendment Act*, 1855 (*c.* 124), *s.* 29. The decision of Stirling J., [1896] 1 Ch. 54, affirmed. *In re* MASON'S ORPHANAGE AND LONDON AND NORTH-WESTERN RAILWAY COMPANY. Feb. 27. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Hastings, Q.C.*, *Warmington, Q.C.*, and *Ingle Joyce*; *A. Underhill*. Solicitors: *Burton, Yeates & Hart*, for *Johnson, Barclay, Johnson & Rogers*, Birmingham; *C. H. Mason*.

W. W. K.

5. COMPANY—WINDING-UP — *Public Examination — Companies (Winding-up) Act*, 1890 (*c.* 63), *s.* 8, *sub-ss.* 1, 2, 3, 7. This was in substance an appeal from *In re Great Kruger Gold Mining Company, Ex parte Barnard*, [1892] 3 Ch. 307:—*Held*, that the Court has no jurisdiction to direct a person to be

Digitized by Google

publicly examined under sect. 8, sub-sect. 3, of the Companies (Winding-up) Act, 1890, unless the official receiver has made a "further report" under sub-sect. 2 stating that, in his opinion, a fraud has been committed by some person in the promotion or formation of the company, or by a director or other officer of the company since its formation. Their Lordships also thought that the power to order a public examination given by sub-sect. 3 has no application to any of the persons mentioned therein against whom a charge of fraud has not been made or suggested by the "further report" of the official receiver. *Ex parte* BARNES. Mar. 2. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Macnaghten, Morris, Shand, and Davey).

Counsel: *Sir R. Webster, A.-G., Ingle Joyce*, and *W. B. Lindley*. Solicitor: *Walter Murton*. J. M. M.

---

6. **DIVORCE—JUDICIAL SEPARATION**—*Agreement for settlement of suit—Separation deed—Costs of preparation of deed.* Decision of Jeune Pres., [1896] P. 75, affirmed. LANCASTER *v.* LANCASTER. Mar. 4. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Sir E. Clarke, Q.C.*, and *Bargrave Deane*; *Ingle Joyce* and *Barnard*. Solicitors: *Leggatt, Rubinstein & Co.*; *Greig, Meikle & Briggs*. W. L. C.

---

7. **EMPLOYERS' LIABILITY ACT—MEASURE OF COMPENSATION**—*Earnings of apprentice*—43 & 44 *Vict. c.* 42, *s.* 3. By the Employers' Liability Act, 1880, s. 3, the compensation recoverable is limited to a sum equivalent to the estimated earnings, during three years preceding the injury, of a person in the same grade, employed in the like employment, and in the district in which the workman is employed. The plaintiff was apprenticed to the defendants, and received a salary of 1*s.* a week for the first year; increasing 1*s.* a week each year. In the fifth year, when he was receiving 5*s.* a week, he was injured by the negligence of the defendants' foreman. In an action for compensation under the Act, evidence was given that at the end of the fifth year, when the plaintiff would be out of his pupilage, he would be able to earn from 14*s.* to 18*s.* a week, and the compensation was assessed at 80*l.*:—*Held*, that the amount which the plaintiff could earn when out of his pupilage could not be taken into consideration, but only the amount of his actual earnings as an apprentice, and the verdict must therefore be reduced. NOEL *v.* REDRUTH FOUNDRY COMPANY. Mar. 3. Divisional Court (Wills and Wright JJ.).

Counsel: *Lawson Walton, Q.C.*, and *W. Ellis Hill*; *Bosanquet, Q.C.*, and *J. A. Hawke*. Solicitors: *Watson, Sons & Room*, for *Daniell & Thomas*, Camborne; *Robbins, Billings & Co.*, for *Paige & Grylls*, Redruth. P. B. H.

---

8. **GASWORKS CLAUSES ACT—SUPPLY OF GAS**—*Neglect or refusal to supply—Action for damages—Gasworks Clauses Act*, 1871 (*c.* 41), *ss.* 11, 12, 36. When a gas company has neglected or refused to supply a consumer with a sufficient supply of gas under the prescribed pressure and of the prescribed quality, the consumer cannot sue the gas company for damage which he has sustained by reason of such neglect or refusal, the only remedy being for penalties under sect. 36 of the Gasworks Clauses Act, 1871. CLEGG, PARKINSON & CO. *v.* EARBY GAS COMPANY. Mar. 2. Divisional Court (Wills and Wright JJ.).

Counsel: *R. Bray* and *T. T. Paine*; *C. A. Russell*. Solicitors: *W. A. Robinson*, Keighley; *Littledale & Lefroy*, for *Artindale & Southern*, Burnley. W. A.

---

9. **HUSBAND AND WIFE—MAINTENANCE, NEGLECT TO PROVIDE**—*Evidence of means—Summary Jurisdiction (Married Women) Act*, 1895 (*c.* 39), *s.* 4. Upon the hearing by a court of summary jurisdiction of a summons taken out by a married woman under sect. 4 of the Summary Jurisdiction (Married Women) Act, 1895, charging her husband with wilful neglect to provide reasonable maintenance for her, the Court, before making an order, must be satisfied that the husband either is in receipt of actual earnings or has the capability of earning a livelihood; evidence of means cannot be entirely dispensed with. EARNSHAW *v.* EARNSHAW. Mar. 3. Jeune Pres. and Gorell Barnes J.

Counsel: *C. E. Jones*; *H. T. Waddy*. Solicitors: *Jaques & Co.*, for *Armitage, Sykes & Hinchcliffe*, Huddersfield; *Learoyd, James & Mellor*, for *Turner*, Huddersfield. W. J. B.

---

10. **HUSBAND AND WIFE—PERSISTENT CRUELTY**—*Summary Jurisdiction (Married Women) Act*, 1895 (*c.* 39), *s.* 4—*Retrospective operation of section.* The provision of sect. 4 of the Summary Jurisdiction (Married Women) Act, 1895, giving jurisdiction under the Act to a court of summary jurisdiction in cases where a husband has been guilty of persistent cruelty to his wife, thereby causing her to live apart from him, is retrospective in its operation, and applies to acts of cruelty committed before the Act came into force. LANE *v.* LANE. Mar. 3. Jeune Pres. and Gorell Barnes J.

Counsel: *S. T. Evans*; *Ivor Bowen*. Solicitors: *Bell, Brodrick & Gray*, for *Cuthbertson & Thomas*, Neath; *T. D. Jones*, for *Moses Thomas*, Aberavon. W. J. B.

---

11. **HUSBAND AND WIFE—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (c. 39)**—*Appeals—Practice.* In an appeal to the Probate, Divorce and Admiralty Division from the decision of a court of summary jurisdiction under the Summary Jurisdiction (Married Women) Act, 1895, the practice under the Divorce Acts has no application, and it is not

Digitized by Google

necessary that any case should be stated or filed. The practice in such appeals is governed by Order LIX., rr. 4 A, 7, 8, 10, 11, 12, and 16. SWOFFER *v.* SWOFFER. Mar. 3. Jeune Pres. and Gorell Barnes J.

Counsel: *Randolph.* Solicitor: *T. Duerdin Dutton.*

W. J. B.

---

12. HUSBAND AND WIFE—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (c. 39)—*Practice.* Upon the hearing of an appeal under the Summary Jurisdiction (Married Women) Act, 1895, the Court said that it would be a great convenience if, on the hearing of applications under that Act, the magistrates' clerks would take notes of the proceedings and forward them (in case of appeal) to the Probate, Divorce and Admiralty Division; and also if the magistrates would in all cases say shortly on what grounds of fact or law they based their decision. HARLING *v.* HARLING. Mar. 3. Jeune Pres. and Gorell Barnes J.

Counsel: *Inderwick, Q.C.,* and *Temple Martin; W. T. Barnard* and *Macleod.* Solicitors: *Newbon & Co.; W. J. & E. H. Tremellen.*

W. J. B.

---

13. WILL—CHARITABLE BEQUEST—*Blank space in will—"Charitable or philanthropic" purpose.* A testator bequeathed money "for some one or more purposes, charitable philanthropic or ———." And he indicated certain persons by whom the precise purposes were to be named:—*Held,* that the gift was not bad merely because the third purpose was left in blank; but that it was bad because the word "philanthropic" included objects which the Court did not recognise as charitable. *In re* MACDUFF. MACDUFF *v.* MACDUFF. Feb. 26. Stirling J.

Counsel: *Hadley, Whitworth,* and *Ingle Joyce.* Solicitors: *Thomas Webster; Hare & Co.*

W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
AINSWORTH *v.* WILDING	*Romer J.*	30
ATTORNEY-GENERAL OF DUCHY OF LANCASTER *v.* LIVERPOOL NEW CATTLE MARKET COMPANY	*C. A.*	30
BENNETT, *In re.* JONES *v.* BENNETT	*C. A.*	31
GRAY, *In re*	*North J.*	30
HENDERSON BROS. *v.* SHANKLAND & CO.	*C. A.*	30
KENNEDY *v.* DE TRAFFORD	*C. A.*	31
KÖNIG AND ESHARDT'S APPLICATION, *In re*	*Stirling J.*	31
LEONARD, *In re*	*C. A.*	30
OXGLEY (LORD), *In re.* OTTLEY *v.* TURNER	*Stirling J.*	31
SAMPSON, *In re.* SAMPSON *v.* SAMPSON	*Stirling J.*	32
SEVERN AND WYE AND SEVERN BRIDGE RAILWAY COMPANY, *In re*	*Romer J.*	30
SHOE MACHINERY COMPANY *v.* CUTLAN	*Romer J.*	31

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, March 6.

In re Leonard. Ex parte The Debtor. Appeal from Mr. Registrar Linklater. Dismissed.

In re Fry, J. Ex parte A. G. Ditton. Appeal from Vaughan Williams J. Dismissed.

B. Dobowski & Sons v. *L. Goldstein.* Appeal from Vaughan Williams and Wright JJ. Dismissed.

Harold v. *Lawrinat & Co.* Appeal from Day J. Part heard.

TUESDAY, March 10.

Sievier v. *Spearman.* Appeal from Pollock B. Dismissed.

Oliver v. *Veitch.* Appeal from Pollock B. Allowed.

WEDNESDAY, March 11.

The Linnet. Owners of Helen Craig v. *Owners of Linnet.* Appeal from Barnes J. Dismissed.

THURSDAY, March 12.

The Turkistan. Appeal from President of the Admiralty Division. Dismissed.

Seaton v. *Sheridan and Another.* Application for judgment or new trial. Part heard.

COURT II.

THURSDAY, March 5.

Kennedy v. *De Trafford.* Appeal of M. A. De Trafford and Another from V.-C. of County Palatine of Lancaster. Part heard.

FRIDAY, March 6.

Kennedy v. *De Trafford.* Appeal from V.-C. of County Palatine of Lancaster. Allowed.

Kennedy v. *De Trafford.* Appeal of J. B. Dodson from V.-C. of County Palatine of Lancaster. Allowed.

In re Thomas Fare, deceased. Appeal from V.-C. of County Palatine of Lancaster. Part heard.

SATURDAY, March 7.

In re Thomas Fare, deceased. Appeal from V.-C. of County Palatine of Lancaster. Dismissed.

Attorney-General of Duchy of Lancaster v. *Liverpool New Cattle Market Company.* Appeal from V.-C. of County Palatine of Lancaster. Part heard.

MONDAY, March 9.

Attorney-General of Duchy of Lancaster v. *Liverpool New Cattle Market Company.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.

In re Bennett. Jones v. *Bennett.* Appeal from V.-C. of County Palatine of Lancaster. Allowed.

In re ——. —— *v.* ——. Appeal from Kekewich J. Heard *in camerâ.* Part heard.

TUESDAY, March 10.

In re ——. —— *v.* ——. Appeal from Kekewich J. Heard *in camerâ.*

WEDNESDAY, March 11.

La Compagnie de Mayville v. *Whitley.* Appeal from North J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 30 (1).

1. **BANKRUPTCY—RECEIVING ORDER**—*Want of assets.* It is not a sufficient ground for refusing to make a receiving order in bankruptcy that apparently the debtor has no assets available for distribution among his creditors. *In re* LEONARD. March 6. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *H. Reed, Q.C.*, and *C. L. Attenborough; Ringwood.* Solicitors: *Stanley Attenborough & Tyser; C. & S. Harrison & Co.* E. L.

2. **CATTLE MARKET—SPECIAL ACT**—*Liverpool New Cattle Market Act* (2 *Will.* 4, *c. viii.*)—*Construction.* The Court *held*, upon the construction of the above Act, (1) that no charge could be imposed in excess of the sums specified in the Act for any use of the market to which the public were entitled under the Act; and (2) that the Cattle Market Company thereby incorporated could not by any bye-law throw upon the public using the market any burden which ought by law to be borne by the company itself; but that (3) so long as the public using the market were not prejudiced, there was nothing to prevent the company from agreeing to give special accommodation or facilities to persons desiring to have them, upon such terms as to payment as such persons might be willing to accept. ATTORNEY-GENERAL OF DUCHY OF LANCASTER *v.* LIVERPOOL NEW CATTLE MARKET COMPANY. March 9. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Farwell, Q.C., Rotch*, and *Squarey; Cozens-Hardy, Q.C., P. O. Lawrence, Q.C.*, and *J. Rutherford.* Solicitors: *John Joseph Yates*, Liverpool; *R. Carruthers*, Liverpool. W. W. K.

3. **COMPANY — SHAREHOLDER** — *Unclaimed dividends — Statutes of Limitation.* When a company declares a dividend on its shares a debt immediately becomes payable to each share holder in respect of his dividend for which he can sue at law and the Statute of Limitations immediately begins to run The declaration does not make the company a trustee of the dividend for the shareholder, and an entry of the liability in the company's books—at any rate where no special part of it assets is set aside as representing the dividend, and no notice of the entry is given to the shareholder—does not take the case out of the statute. *Quære*, whether in the case of a company under the Companies Acts, 1862 to 1890, the period of limitation is six or twenty years. *In re* SEVERN AND WYE AND SEVERN BRIDGE RAILWAY COMPANY. March 9. Romer J.

Counsel: *Frederic Thompson; Vernon R. Smith, Q.C.*, and *Rowden; Dublin; W. M. Cann.* Solicitors: *Field, Roscoe & Co.*; for *James Wintle & Son*, Newnham; *Peacock & Goddard*, for *Haines & Sumner*, Gloucester; *Janson, Cobb & Co.*, for *Haygarth & Lawrence*, Cirencester; *Arthur Cheese.* F. E.

4. **ESTATE DUTY—DEBT DUE ON COVENANT**—*Apportionment of duty—Finance Act*, 1894 (*c.* 30), *ss.* 1, 2, 6, 7, 8, 9, 14. Upon the marriage of a son in 1891 his father entered into a covenant with the trustees of the son's marriage settlement, that his executors or administrators would, within six months after his death, pay to the trustees 25,000*l.*, to be held by them upon the trusts of the settlement. The father died in February, 1895, and his executors paid the estate duty on his estate, the debt due on the covenant not being deducted in determining the value of the estate:—*Held*, that, as between the executors and the trustees of the settlement, the estate duty in respect of the 25,000*l.* must be borne by the testator's estate. *In re* GRAY. March 12. North J.

Counsel: *Vernon Smith, Q.C.*, and *Marcy; Swinfen Eady, Q.C.*, and *Bryan Farrer; A. R. Kirby.* Solicitors: *Tucker, Lake & Lyon; Gosling & Co.* W. L. C.

5. **JUDGMENT — SETTING ASIDE** — *Mistake — Jurisdiction.* Where judgment has been taken by consent, compromising an action, and has been passed and entered, the Court has no jurisdiction to set aside the judgment on motion in the same action on the ground that the consent of the applicant was given under a mistake. The proper proceeding is a separate action to set aside the compromise. AINSWORTH *v.* WILDING. March 12. Romer J.

Counsel: *Hopkinson, Q.C.*, and *J. G. Butcher; Neville, Q.C.*, and *O. Leigh-Clare; E. C. Macnaghten.* Solicitors: *Robbins' Billing & Co.; Bower, Cotton & Bower*, for *Ainsworth, Sanderson & Howson*, Blackburn. F. E.

6. **MARINE INSURANCE—GENERAL AVERAGE**—*Mode of adjustment.* During a storm a ship sustained damage, and, in order to save ship and cargo, it became necessary to make a general average sacrifice by cutting away her main and fore masts. The ship after her arrival in port was not worth repairing, and was sold as a total constructive loss:—*Held*, that, in making the average adjustment, the amount to be contributed to in general average was the difference between the value of the ship before the particular average damage occurred and the estimated cost of repairing such damage less the amount realized by the sale, and that no allowance of one-third new for old was to be made upon the estimated cost of repairing the particular average damage. HENDERSON BROS. *v.* SHANKLAND & Co. March 4. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *Bigham, Q.C.*, and *Leck; Joseph Walton, Q.C.*, and *Scrutton.* Solicitors: *Waltons, Bubb, Johnson & Whatton; Lowless & Co.* E. L.

Digitized by Google

7. MORTGAGOR AND MORTGAGEE—PURCHASE BY ONE OF SEVERAL MORTGAGORS—*Purchase-money—Principal, interest and costs.* There is nothing to prevent one of several mortgagors buying the property for himself from the mortgagee selling under the power of sale in the mortgage deed; nor is there any objection to the sale being made at a sum representing the principal, interest and costs due to the mortgagee, provided the sale is made under a *bonâ fide* exercise of the power of sale. KENNEDY *v.* DE TRAFFORD. March 6. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Astbury, Q.C.*, and *G. Dodson*; *Farwell, Q.C., P. O. Lawrence, Q.C.*, and *Moberly*; *Warmington, Q.C.*, and *Clarkson*. Solicitors: *Boote & Edgar*, Manchester; *Crofton, Craven & Worthington*, Manchester; *Taylor, Kirkman & Colley*, Manchester. G. I. F. C.

---

8. PARTNERSHIP—ACCOUNTS—*Retiring partner—Audit—Costs—Capital and income.* A partner on retiring from his firm left his capital, 15,000*l.*, in the business under an agreement containing various stipulations, including one for the production to him yearly of a balance-sheet of the business, intended to enable him to be satisfied from time to time of the solvency of the firm and the safety of his capital. He afterwards died having by will settled the 15,000*l.* upon one for life with remainders over:—*Held*, that the expenses of the yearly audit and stock-taking should, as between the tenant for life and the remaindermen, be borne by the capital of the 15,000*l.* and not by the income. *In re* BENNETT. JONES *v.* BENNETT. March 9. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Cozens-Hardy, Q.C.*, and *A. Rutherford*; *F. Thompson*, and *A. à B. Terrell*; *P. O. Lawrence, Q.C.*, and *J. Rutherford*. Solicitors: *Field, Roscoe & Co.*, for *Miller, Peel, Hughes, & Rutherford*, Liverpool; *J. F. Harrison & Burton*, Liverpool. G. I. F. C.

---

9. PATENT—VALIDITY—*Infringement—Injunction—Second action between same parties—Validity denied on different grounds—Res judicata—Estoppel.* In an action by a patentee claiming damages for an infringement and an injunction, the defendant denied the validity of the patent, alleging certain anticipations, and the infringement. At the trial it turned out that the alleged infringement had occurred since the issue of the writ, and on that ground the evidence as to infringement was under the circumstances held inadmissible. The Court, however, gave judgment upholding the validity of the patent, but did not grant an injunction. The patentee then commenced a second action against the same defendant claiming damages for an infringement of the same patent and an injunction. The defendant again denied the validity of the patent, alleging certain anticipations which were not before the Court in the first action. He also denied infringement:—*Held*, that the validity of the patent was *res judicata*, and that the judgment in the first action estopped the defendant from denying the validity of the patent; but *held*, on the evidence, that the defendant had not infringed the patent. SHOE MACHINERY COMPANY *v.* CUTLAN. March 6. Romer J.

Counsel: *Moulton, Q.C., Cripps, Q.C.*, and *Lawson*; *Neville, Q.C., Terrell, Q.C.*, and *Micklem*. Solicitors: *J. H. & J. Y. Johnson*; *Sharpe, Parker & Co.* H. L. F.

---

10. TRADE-MARK—REGISTRATION—*Restrictions on—"Representations of the Royal Crown"—Instructions issued by comptroller to persons wishing to register trade-marks.* There is no positive rule, binding upon the Court or the Board of Trade, prohibiting the registration of the representation of a crown as a trade-mark; but a series of printed instructions issued since 1875 by the comptroller to applicants for registration have contained a regulation that "the royal arms or arms so nearly resembling them as to be calculated to deceive" and "representations of the Royal Crown" will not be registered as trade-marks or as prominent parts of trade-marks, unless the marks have been used before the 13th of August, 1875; and these instructions have been largely acted upon in the Trade Marks Office. Upon an application to register a mark containing a representation of a crown resembling that of a marquis:—*Held*, that whether the instructions issued by the comptroller were binding or not the practice of the Office ought not now to be departed from; that not every representation of a crown was prohibited by those instructions, but only representations of the Royal Crown as commonly known, viz., a circlet surmounted by two arches; and that the device contained in the mark in question did not so closely resemble the Royal Crown as to be likely to deceive, and consequently that subject to the disclaimer of the right to the exclusive use of the crown the registration ought to proceed. *In re* KÖNIG AND EBHARDT'S APPLICATION. Feb. 28; March 6. Stirling J.

Counsel: *Moulton, Q.C.*, and *Whinney*; *Sir R. Webster, A.-G.*, and *Ingle Joyce*. Solicitors: *Gresham, Davies & Dallas*; *Solicitors to the Board of Trade*. G. A. S.

---

11. WILL—CONSTRUCTION—*Gift of sum of money—Trust for investment during life tenancy and subsequent conversion—Legacies out of proceeds of sale—Gift whether of specific or aliquot parts of fund.* A testator gave 20,000*l.* to trustees upon trust to invest and pay the income to A. for life, and after her death he directed the trustees to convert the fund into money and thereout pay specific legacies amounting in the whole to 15,000*l.*; and he directed that 5000*l.*, the remaining part of the said sum of 20,000*l.*, should fall into his residuary estate, which he also disposed of. On the death of A. the proceeds of sale of the invested fund considerably exceeded 20,000*l.*:—*Held*, that the testator intended to dispose not of the mere sum of 20,000*l.*, but of the investments which represented it, and that the net proceeds of sale must be divided in aliquot shares. *In re* LORD ONGLEY. OTTLEY *v.* TURNER. Jan. 29; March 4. Stirling J.

Counsel: *Dundas Gardiner*; *E. Beaumont*. Solicitors: *L. V. Amos*; *Shoubridge & May*. G. A. S.

Digitized by Google

12. WILL — TRUST — *Life interest — Forfeiture clause — Attachment of income by judgment creditor of tenant for life — Garnishee order.* A testator gave his real and personal estate to trustees upon trust to pay to his son so much of the income accruing due during his lifetime "as would not although the same was payable to him be by his act or default or by operation or process of law so disposed of as to prevent his personal enjoyment thereof, and to apply so much of the same income as would if the same were payable to my said son be disposed of as last aforesaid" for the benefit of his son's wife and children at the discretion of the trustees. On the 16th of April, 1895, the trustees wrote to the son informing him that they had in their hands a sum representing income of the trust property payable to him. On the 17th of April the trustees were served by creditors of the son with a garnishee order *nisi* attaching the money in their hands. On the 24th of April the garnishee order was made absolute, and the trustees paid over the money to the creditors. On an application by the son's wife to recover the money from the trustees:—*Held*, that the trusts of the income during the son's life were valid in law; that the time at which the destination of any instalment of income was to be determined was the moment at which that instalment either became due or was in the hands of the trustees ready for application under the trusts of the will; that the son's title to the money accrued on the 16th of April, 1895, and that the plaintiff consequently never became entitled to the benefit of the discretionary trust in her favour. *In re* SAMPSON. SAMPSON *v.* SAMPSON. Jan. 21; March 7. Stirling J.

Counsel: *Hastings, Q.C.*, and *Marcy*; *Buckley, Q.C.*, and *E. Beaumont*. Solicitors: *Field, Roscoe & Co.*, for *C. F. Dean*, Slough and Windsor; *Rodgers, Thomas & Sandford*.

G. A. S.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CHARRIERE, *In re.* DURET *v.* CHARRIERE	*North J.*	34
BAYLIS, *In re*	*Chitty J.*	34
HARRIS, *In re*	*Cave J.*	33
HASSELL *v.* STANLEY	*Chitty J.*	34
LITTLE *v.* STEVENSON & CO.	*H. L.*	34
MOUNTCASHELL (EARL OF) *v.* MORE-SMYTH	*H. L.*	33
WARD, *In re*	*North J.*	34
WHITE AND SMITH'S CONTRACT, *In re*	*Stirling J.*	34

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, March 13.

Seaton v. *Sheridan and Another.* Application for judgment or new trial. Dismissed.

Coltman v. *Broad.* Application for judgment or new trial. Dismissed.

MONDAY, March 16.

North Western Bank, Limited v. *Lingfield Steamship Company, Limited.* Appeal from Lord Chief Justice. *Cur. adv. vult.*

Crosfield & Sons v. *Pahmeyer & Co.* Appeal from Cave J. Dismissed.

WEDNESDAY, March 18.

Sodean v. *Shorey.* Appeal from Lawrance J. Dismissed.

Banham v. *Measures.* Application for judgment or new trial. Dismissed.

Harold v. *Lawrinat & Co.* Appeal from Day J. Part heard.

COURT II.

THURSDAY, March 12.

La Compagnie de Mayville, Limited v. *Whitley.* Appeal from North J. Allowed.

Jones v. *Withers.* Appeal from Kekewich J. Part heard.

FRIDAY, March 13.

Jones v. *Withers.* Appeal from Kekewich J. Allowed.

Hindson v. *Ashby.* Appeal from Romer J. Part heard.

MONDAY, March 16.

In re Holt & Co.'s Trade Marks. Judgment delivered, and appeal allowed. Kay L.J. *dissentiente.*

Hindson v. *Ashby.* Appeal from Romer J. Part heard.

TUESDAY, March 17.

Hindson v. *Ashby.* Appeal from Romer J. Part heard.

WEDNESDAY, March 18.

In re Harding. Harding v. *Harding.* Appeal from North J. Allowed.

J. Lyons & Sons v. *Watkins.* Appeal from North J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 33 (1).

1. BANKRUPTCY — PRACTICE — *Duty of bankrupt—Property abroad—Refusal to execute a power of attorney—Contempt of Court—Committal—Bankruptcy Act,* 1883 (*c.* 52), *ss.* 24, 168. The only asset of a bankrupt was some land in Guatemala in South America. By the law of that State only the registered owner of property is regarded, and it cannot be dealt with except by him or under a registered power of attorney from him. The trustee in bankruptcy had received an offer of 1000*l.* for the land, which he considered good and was desirous of accepting, and, pursuant to sect. 24 of the Bankruptcy Act, 1883, he requested the bankrupt to execute a power of attorney to enable him to accept the offer and complete the sale. The bankrupt refused, objecting to the form of the power of attorney and also suggesting that the land was worth more than 1000*l.*; thereupon the trustee applied to the Court for his committal to prison, on the ground that his refusal was a contempt of Court:—*Held,* that under the circumstances the refusal of the bankrupt was unreasonable, and an order of committal was made, but not to be enforced if within fourteen days the bankrupt executed a power of attorney in a form approved of by the registrar. *In re* HARRIS. March 18. Cave J.

Counsel: *Carrington; Hume Williams.* Solicitors: *A. J. Benjamin; Colyer & Colyer.* H. L. F.

2. ESTATE PUR AUTRE VIE—SPECIAL OCCUPANT—*Executory agreement*—1 *Vict. c.* 26, *s.* 6. Decision of the Court of Appeal in Ireland ([1895] 1 I. R. 44) affirmed and appeal dismissed with costs. EARL OF MOUNTCASHELL, APP.; MORE-SMYTH, RESP. March 12. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Macnaghten, Morris and Davey).

Digitized by Google

Counsel: *Levett, Q.C.*, and *Thomas Douglas*; *Warmington, Q.C., C. A. O'Connor, Q.C.*, and *Charles Church*. Solicitors: *Pattinson & Brewer*, for *W. Buckley*, Dublin; *Prior, Church & Adams*, for *R. W. Peebles*, Dublin. J. M. M.

---

3. INTESTATES' ESTATES ACT, 1890 (c. 29), ss. 2, 4—WIDOW'S CHARGE—*Dower—Priorities.* Dower in respect of the estate of an intestate is subject *pro ratâ* to the widow's charge imposed by the Intestates' Estates Act, 1890. *In re* CHARRIERE. DURET *v.* CHARRIERE. March 14. North J.

Counsel: *Rawlins, Q.C.*, and *Brabant*; *Redman*; *C. E. E. Jenkins*. Solicitors: *F. A. Brabant*; *De Buriatte*. D. P.

---

4. PRACTICE — COSTS —*Set-off—Independent actions—Rules of the Supreme Court*, 1883, *Order* LXV., *rr.* 14 *and* 27 (21). Costs incurred in the High Court cannot be set off under Order LXV., rr. 14 and 27 (21) against costs obtained in a County Court. Order LXV., r. 14, does not apply to costs in different actions. HASSELL *v.* STANLEY. March 13. Chitty J.

Counsel: *Russell Roberts*; *Badcock*. Solicitors: *Rowcliffes, Rawle & Co.*, for *Bremner, Sons & Corlett*, Liverpool; *Crowders & Vizard*, for *Clarke & Davis*, Liverpool. W. C. D.

---

5. SHIP—DAMAGES IN NATURE OF DEMURRAGE—*Charter-party—Lay-days—Scottish Judicature Act*, 1825 (c. 120), *s.* 40. A charterparty provided that the ss. *River Ettrick* should proceed to Bo-ness to receive a cargo of coal, demurrage to be paid at a specified rate, "lay-days to count from the time the master has got ship reported berthed." On the 17th of October the shipowner wrote to the charterers "*River Ettrick* has left for Bo-ness," and asked them to supply a cargo for the 19th. The vessel arrived in the roads of Bo-ness on that date, but in consequence of the crowded state of the dock she was not allowed to enter. On the 21st a loading berth became vacant in consequence of cargoes not being ready for vessels which had arrived before the *River Ettrick*. If a cargo had been ready for the *River Ettrick* she would have got this berth. No cargo being ready for her, she was not allowed to enter the dock. A few days afterwards she got her cargo. The shipowner claimed damages for the delay caused by the alleged fault of the charterers in not having the cargo ready on the 21st on the ground that there was an obligation on the charterers to have the cargo ready. On appeal a preliminary point was raised by the charterers that inasmuch as this was a case originating in the Sheriff Court, the facts found in the interlocutor appealed from were final; and a fact given only in Lord Trayner's judgment could not be founded on:—*Held*, affirming the Court of Session, Scotland, 22 Ct. Sess. Cas. 4th Series (Rettie) 796, that the claim of the shipowner was altogether unreasonable: even if the case could be gone into. LITTLE *v.* STEVENSON & Co. March 19. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Joseph Walton, Q.C.*, and *Leck*; *Bigham, Q.C., Boyd* and *J. J. Cook* (of the Scottish Bar). Solicitors: *Lowless & Co.*; *Wilson & Son*, for *Boyd, Jameson & Kelly, W.S.*, Leith. G. J. W.

6. SOLICITOR—BILL OF COSTS—*Payment before delivery—Cash account without items — Taxation — Solicitors Act*, 1843 (c. 73), *s.* 41. A solicitor, in pursuance of a verbal agreement with his client, had retained the amount of his remuneration out of loans procured for the client, and had delivered him cash accounts containing the items of such remuneration in lump sums. The solicitor now resisted an application for the delivery of his bills of costs and their taxation on the ground that the bills, if delivered, would not be liable to taxation, as the client's payments would be referred to the bills of costs: *In re Thompson, Ex parte Baylis*, [1894] 1 Q. B. 462, and that more than twelve months had elapsed since such payments:—*Held*, that for this purpose the bills in question must be proper bills of costs, and not mere cash accounts without items. In *In re Thompson* a proper bill had in fact been delivered in addition to the cash account, although by a slip this does not appear in the report, which appears to treat the cash account as a taxable bill. Delivery and taxation of bills were ordered. *In re* BAYLIS. March 18. Chitty J.

Counsel: *Farwell, Q.C.*, and *Sington*; *Scrutton*. Solicitors: *Rowcliffes, Rawle & Co.*, for *A. & G. Fox*, Manchester; *Peard & Son*, for *T. W. Baylis*, Brighton. G. M.

---

7. SOLICITOR—COSTS—*Taxation—Taxation of one of several bills—Order of course.* When a solicitor has delivered to his client several distinct bills of costs, and the client disputes only one of them, and has paid to the solicitor an amount admitted by him to be sufficient to satisfy his claim in respect of all the bills, so that he has no lien on the client's documents, the client may obtain the common order of course to tax the one bill which he disputes. *In re* WARD. March 13. North J.

In re Byrch, 8 Beav. 124; *In re Law and Gould*, 21 Beav. 481; *In re Wavell*, 22 Beav. 634; and *In re Yetts*, 33 Beav. 412, distinguished.

Counsel: *Cordery*; *A. Beddall*. Solicitors: *R. H. Ward*; *G. B. Crook*. W. L. C.

---

8. VENDOR AND PURCHASER—LEASEHOLDS—*Sale by auction—Onerous covenants in lease—Non-disclosure by vendor—Duty of purchaser to demand inspection—Constructive notice.* The rule laid down by the Court of Appeal in *Reeve* v. *Berridge*, 20 Q. B. D. 523, that it is the duty of a vendor to disclose all that is necessary to protect himself, and not the duty of the purchaser to demand inspection of the vendor's title-deed before entering into a contract, is equally applicable to the case of a sale by auction as to that of a sale by private contract. Where, therefore, on a sale of leaseholds by auction the particulars and conditions of sale contained no statement as to the nature of the covenants in the lease (which were in fact onerous), nor any notice that the lease might be inspected at the office of the vendor's solicitors or elsewhere, it was *held* that the purchaser was not affected with notice of the covenants; that he had not had a fair opportunity of inspecting the lease, and was, therefore, not bound to complete the contract. *In re* WHITE AND SMITH'S CONTRACT. Jan. 29; March 18. Stirling J.

Counsel: *Stewart Smith*; *Hastings, Q.C.*, and *Ashton Cross*. Solicitors: *J. H. Smith*; *T. H. Hiscott*. G. A. S.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CULVERHOUSE, *In re.* COOK *v.* CULVERHOUSE	*Kekewich J.*	37
DARBYSHIRE AND OTHERS *v.* LEIGH AND ANOTHER	*C. A.*	37
FARNHAM, *In re*	*C. A.*	37
GRIFFIN'S DIVORCE BILL	*H. L.*	36
HOOD BARRS *v.* HERIOT	*H. L.*	36
HORNSEY DISTRICT COUNCIL *v.* SMITH	*Kekewich J.*	38
LYONS (J.) & SONS *v.* WILKINS	*C. A.*	38
MCKEOWN *v.* BOUDARD PEVERIL GEAR COMPANY	*Romer J.*	36
OGSTON *v.* STEWART'S TRUSTEES	*H. L.*	36
POWELL (W.) & SONS, *In re*	*Romer J.*	36
REG. *v.* SODEN	*Div. Ct.*	37
REG. *v.* WEBB AND OTHERS (JUSTICES) AND GROVE	*Div. Ct.*	35
RUSSELL (COUNTESS) *v.* EARL RUSSELL	*H. L.*	37
ST. LEONARDS, SHOREDITCH (VESTRY OF) *v.* PHELAN	*Div. Ct.*	37
TOTTENHAM, *In re*	*North J.*	37
TREVOR *v.* HUTCHINS	*C. A.*	36
UNIVERSAL STOCK EXCHANGE *v.* STRACHAN	*H. L.*	38
WEBBER, *In re*	*North J.*	38
WEDE, *In re*	*North J.*	38

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

THURSDAY, March 19.

Harold v. *Lawrinat & Co.* Appeal from Day J. Dismissed.
J. Greenwood & Sons v. *Lancashire and Yorkshire Railway Company and Others* (Railway and Canal Commission). Appeal from Collins J., Right Hon. Sir F. Peel, and Viscount Cobham. Dismissed.

FRIDAY, March 20.

In re Keeble. Appeal from Mr. Registrar Brougham. Dismissed.
Company of Proprietors of the Birmingham Canal Navigation v. *Russell & Sons, Limited.* Appeal from Lord Chief Justice. Dismissed.
In re Richard Lomax, &c. Appeal from Collins J. Dismissed.

MONDAY, March 23.

Kemp and Another v. *Lester.* Appeal from Cave J. Dismissed.

TUESDAY, March 24.

Darbyshire and Others v. *Leigh and Another.* Appeal from Lawrance J. Allowed.
Barnes v. *Dawson.* Application for judgment or new trial. Dismissed.
Westaway v. *Doolette.* Application for judgment or new trial. Dismissed.
Odham Bros. v. *Brunning.* Appeal from Collins J. Part heard.

WEDNESDAY, March 25.

Odham Bros. v. *Brunning.* Appeal from Collins J. *Cur. adv. vult.*
W. Hancock & Co., Limited v. *Rushe.* Appeal from Day J. Dismissed.

THURSDAY, March 26.

Lazare, Weiller & Co. v. *Bolton & Sons.* Appeal from Mathew J. Plaintiffs' appeal allowed. Cross-appeal disallowed.

COURT II.

THURSDAY, March 19.

J. Lyons & Sons v. *Wilkins.* Appeal from North J. Dismissed.
Hindson v. *Ashby.* Appeal from Romer J. Part heard.

FRIDAY, March 20.

Hindson v. *Ashby.* Appeal from Romer J. Judgment reserved.
Pegge v. *Neath and District Tramways Company, Limited.* Appeal from North J. Order made by arrangement.

MONDAY, March 23.

Committee of London Clearing Bankers v. *Commissioners of Inland Revenue.* Appeal from Wright and Kennedy JJ. Dismissed.

TUESDAY, March 24.

Hawes v. *Scott.* Appeal allowed.

WEDNESDAY, March 25.

Cheetham v. *Higginbotham.* Appeal from Kekewich J. Dismissed.
Trevor v. *Hutchins.* Appeal from Stirling J. Dismissed.
Graham v. *O'Connor.* Appeal from Kekewich J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 35 (1).

1. **BASTARDY—SERVICE OF SUMMONS**—*Putative father out of jurisdiction—"Last place of abode"—Bastardy Laws Amendment Act,* 1872 (c. 65), *s.* 4. By 35 & 36 Vict. c. 65, s. 4, after the birth of a bastard child, on proof that the summons was left at the last place of abode of the person summoned, six days at least before the petty session, the justices may make an order. Shortly after the birth of a child the person alleged to

Digitized by Google

be the father left the house where he had up to that time resided, and went to America, but the evidence did not shew that he had any place of abode in America. Ten days after the birth a summons was left at the house where he had resided:—*Held*, that such house was his last place of abode, within the meaning of the Act, and the service was sufficient. THE QUEEN *v.* WEBB AND OTHERS (JUSTICES) AND GROVE. March 23. Divisional Court (Lawrance and Collins JJ.)

Counsel: *T. Willes Chitty; Ernest Pollock; Colam.* Solicitors: *Rowcliffes, Rawle & Co.*, for *Bernard King & Sons*, Stourbridge; *Charles Robinson & Co.*, for *W. Waldron*, Brierley Hill; *Wainwright.* P. B. H.

---

2. COMPANY—WINDING-UP—*Official Receiver—Liquidator—Costs.* In a compulsory winding-up a small dividend only had been paid to the debenture-holders, and enough to pay another small dividend to them was in the hands of the official receiver and liquidator. He took out a misfeasance summons against officers of the company, and they applied for security for their costs of the summons, the application being opposed by the official receiver and liquidator:—*Held*, that the Court had jurisdiction at the hearing of the summons to make the official receiver and liquidator personally pay the costs, and in considering whether it should do so would have regard to the fact that he had opposed an application for security, and that on this ground the application must be refused, but without costs. *In re* W. POWELL & SONS. March 23. Romer J.

Counsel: *C. E. E. Jenkins; R. Younger; John Henderson.* Solicitors: *Robinson & Stannard; Cox & Lafone; Dawes & Sons.* F. E.

---

3. CONTRACT—RESCISSION—*Non-disclosure of material facts—Company—Shares—Prospectus.* Where a person applies for shares in a company on the faith of statements contained in a prospectus issued by the company and inviting applications for shares, and the prospectus contains no actual misrepresentation, and the shares are allotted, the applicant is not entitled to rescission of his contract merely because the prospectus did not state all the material facts *pro* and *con.* which might induce a person to apply for shares, or prevent him from applying. The applicant is only entitled to rescission on the ground of non-disclosure of facts where the facts not disclosed are such that the omission to disclose them renders the prospectus as it stands misleading. MCKEOWN *v.* BOUDARD PEVERIL GEAR COMPANY. March 25. Romer J.

Counsel: *C. E. E. Jenkins; Neville, Q.C.*, and *P. Wheeler.* Solicitors: *Woodcock, Ryland & Parker*, for *Gaunt & Lingard*, Manchester; *John B. Purchase.* F. E.

---

4. DEBTOR AND CREDITOR — STATUTE-BARRED DEBT — *Executor's right of retainer—Fund in Court—Payment out.* A fund in Court was standing to the separate account of the share of George Hartwell, who had died in 1842. By an order of the 10th of August, 1893, by which it was carried to that account, an inquiry was directed who were the persons beneficially entitled, which inquiry was still pending. George Hartwell had died indebted to his son Francis Hartwell to an amount exceeding the value of the fund, but the debt was barred by the Statute of Limitations. Elizabeth S. Hartwell was the executrix of Francis Hartwell, and in October, 1895, she took out administration *de bonis non* to George Hartwell, and claimed to have the fund paid out to her as his administratrix, so that she might retain the debt due to the estate of Francis Hartwell:—*Held*, affirming the decision of Stirling J., *ante* p. 1, that such payment ought not to be ordered. TREVOR *v.* HUTCHINS. March 25. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Buckley, Q.C.*, and *Fawcus; Hastings, Q.C.*, and *Brabant.* Solicitors: *Bone & Keppel; Shearman & Rayner.* H. C. J.

---

5. EVIDENCE — PROOF OF DECEASED'S TESTIMONY — *Irish Divorce Bill—Judge's notes.* On the second reading of Richard H. Griffin's Divorce Bill the death of one of the witnesses examined in the Probate and Matrimonial Court, Dublin, was proved at the bar of the House by a death certificate; and that he gave the evidence contained in an extract produced was proved by the petitioner's Dublin agent; whereupon the deceased's evidence was admitted. It was intimated that a certified copy of the judge's notes taken at the trial was not *alone* sufficient: see Macqueen's Practice of House of Lords, 577; Taylor on Evidence (9 ed.), s. 546. GRIFFIN'S DIVORCE BILL. March 17. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Macnaghten, Morris, Shand, and Davey; and the Bishop of Manchester).

Counsel: *James Roberts* (with him *Henry Cowper Gollan*). Solicitors: *Mills, Lockyer & Mills*, for *W. J. Brett*, Dublin; *A. R. O. Lowndes.* G. J. W.

---

6. FISHINGS, SALMON—GENERAL TITLE — *Effect of leases.* Decision of the Court of Session, Scotland (21 Ct. Sess. Cas. 4th Series (Rettie), 282), reversed with costs. OGSTON, APP.; STEWART'S TRUSTEES, RESPS. March 26. H. L. (Lord Halsbury L.C., and Lords Watson, Macnaghten, Davey, and Shand).

Counsel: *The Solicitor-General for Scotland* (*A. Graham Murray, Q.C.*), *Haldane, Q.C.*, and *D. M. Abel; The Dean of Faculty* (*Asher, Q.C.*), and *Dundas* (all of the Scottish Bar except the second). Solicitors: *Grahames, Currey & Spens*, for *C. & P. H. Chalmers*, Advocates, Aberdeen, and *Auld & Macdonald, W.S.*, Edinburgh; *A. & W. Beveridge*, for *Lumsden & Davidson*, Advocates, Aberdeen, and *T. J. Gordon & Falconer, W.S.*, Edinburgh. G. J. W.

---

7. HUSBAND AND WIFE—JUDGMENT AGAINST MARRIED WOMAN—*Restraint on anticipation—Arrears of income due at date of judgment—Married Women's Property Act*, 1882 (c. 75), *s.* 1, *sub-ss.* 1, 2, 3, 4; *s.* 19. Decision of the Court of Appeal, [1895] 2 Q. B. 212, reversed with costs here and below, on the ground that the restraint on anticipation did not apply to the arrears of income accrued due and payable at or before the date of the judgment. HOOD BARRS, APP.; HERIOT, RESP. March 24. H. L. (Lords Herschell, Macnaghten, Morris and Shand).

Appellant (assignee of the plaintiff's judgment debt) in person, respondent not appearing. Solicitors: *Hood Barrs & Co.* J. M. M.

Digitized by Google

8. **LUNACY—BANKRUPT LUNATIC**—*Property under the control of trustee in bankruptcy—Payment into Court in the Lunacy.* The Court in Lunacy has no jurisdiction to order the trustee in the bankruptcy of a lunatic to pay into Court to the credit of the lunacy, moneys in his possession or control, for the purpose of enabling the committee to apply the same for the benefit of the lunatic. *In re* FARNHAM (A PERSON OF UNSOUND MIND.) March 23.

Counsel: *Warmington, Q.C.*, and *Buckmaster; R. J. Parker.* Solicitors: *Prior, Church & Adams; Field, Roscoe & Co.*

W. W. K.

---

9. **METROPOLIS MANAGEMENT ACT, 1855, (c. 120), s. 250—"DRAIN"—"Sewer."** A single pipe conveyed the sewage of two houses in a metropolitan parish, and was a "sewer" within the meaning of sect. 250 of the Metropolis Local Management Act, 1855. By arrangement with the vestry of the parish the sewage of one of these houses was disconnected, so that the pipe conveyed the sewage of the other house only. Summary proceedings having been taken by the vestry to compel the owner of the house still served by the pipe to abate a nuisance caused by its being out of repair:—*Held*, that the pipe, having once been vested in the vestry with liability to repair it, remained so vested after the disconnection, and did not become a drain repairable by the owner, although it was in fact "used for the drainage of one building only" within the definition of "drain" in sect. 250. VESTRY OF ST. LEONARD, SHOREDITCH *v.* PHELAN. March 18. Divisional Court (Day and Wills JJ.).

Counsel: *Lawson Walton, Q.C.*, and *C. E. Allan; Rowlatt.* Solicitors: *H. Mansfield Robinson; Powell & Skeus.* W. A.

---

10. **PARLIAMENT—FRANCHISE**—*Registration—Revising barrister closing list—6 Vict. (c. 18), s. 41.* A revising barrister gave public notice that the lists for a certain parliamentary division of a borough would be closed at a certain sitting of his court. At the end of that sitting, having satisfied himself that there were no other claimants or persons objected to present in court, he declared the list closed in accordance with the notice. On the following day he proceeded, in accordance with sect. 41 of 6 Vict. c. 18, in open court to write his initials against the names expunged or inserted in the list. On his name being called out, a claimant appeared and desired to be heard in support of his claim; but the revising barrister declined to hear him on the ground that his application was too late:—*Held*, that the revising barrister was right, and that the claimant could not insist on being heard. REG. *v.* SODEN. March 24. Divisional Court (Lawrance and Collins JJ.).

Counsel: *William Graham; Mattinson, Q.C.*, and *S. Mayer.* Solicitors: *Hickin, Smith & Capel Cure; A. Scott Lawson*, for *Walter & E. H. Foster*, Leeds. A. P. P. K.

---

11. **PRACTICE—ACTION FOR ADMINISTRATION**—*Plaintiff suing on behalf of all creditors—Title of action—Rules of the Supreme Court, Order III., r. 4.* The plaintiff, who alleged that he was a creditor of a testatrix in respect of a breach of trust, claimed by his statement of claim an account of what was due to him from her estate on the footing of certain declarations, and payment by the executor (a defendant) of the sum found due. And, in the event of the executor not admitting assets, the plaintiff, "suing on behalf of himself and all other creditors" of the testatrix, claimed administration of the real and personal estate of the testatrix. The writ did not shew, either in its title or in the indorsement, that the plaintiff was suing on behalf of other creditors, nor did the title of the statement of claim shew this; it appeared only by the above quoted paragraph of the claim at the end of the statement of claim.

Held, that the writ and the statement of claim must be amended so that in each case the title of the action might shew that the plaintiff was suing on behalf of all the creditors.

Eyre v. *Cox*, 24 W. R. 317, distinguished, on the ground that the proper inference from the judgment of Jessel M.R. was that he held an amendment of the writ to be unnecessary there because the title of the statement of claim shewed that the plaintiff was suing on behalf of all the creditors. *In re* TOTTENHAM. March 21. North J.

Counsel: *C. C. Tucker; A. Beddall.* Solicitors: *Joseph Harwood; H. D. Booth.* W. L. C.

---

12. **PRACTICE—HOUSE OF LORDS**—*Security for costs—Cross-appeal becoming the only existing appeal.* Where there is an appeal and then a "cross-appeal," if the first appeal is withdrawn, or dismissed for want of prosecution, and the appellant in the "cross-appeal" desires to continue it, security for costs as in the case of an ordinary appeal may be required. COUNTESS RUSSELL, APP. *v.* EARL RUSSELL, CROSS-APP. March 24. H. L. (App. Com.) (Present: Lords Watson, Macnaghten, Morris and Davey).

Solicitors: *Valpy, Chaplin & Peckham; Vandercom, Hardy, Oatway & Doulton.* G. J. W.

---

13. **PRACTICE—PLEADING, RULES OF**—*Document, effect of—Rules of the Supreme Court, 1883, Order XIX., r. 21.* The plaintiffs in an action for the recovery of land stated in their statement of claim that "by the will of Holt Leigh made February 27, 1785, and duly proved July 18 of that year Mary Leigh became entitled to the said estates in fee in reversion on the determination of certain estates tail limited in the said will."

Held, that, under Order XIX., r. 21, they were entitled in pleading to state the effect of the will as above mentioned, and were not bound to set out the precise words of the limitations therein contained. DARBYSHIRE AND OTHERS *v.* LEIGH AND ANOTHER. March 24. C. A. (Lord Esher M.R., Lopes and Rigby L.JJ.).

Counsel: *C. A. Russell; Ambrose, Q.C.*, and *R. Eaton White.* Solicitors: *Cartwright & Cunningham*, for *Donnison & Edwards*, Liverpool; *White, Borrett & Co.* E. L.

---

14. **REVENUE—ESTATE DUTY**—*Leaseholds—Specific bequest—Executor—Finance Act, 1894 (c. 30), ss. 9, 14.* *Held*, that estate duty on leaseholds specifically bequeathed was payable out of the testator's general personal estate, and that no part of it was to be borne by the specific legatees: Finance Act, 1894, ss. 9, 14.

Digitized by Google

In re CULVERHOUSE. COOK *v.* CULVERHOUSE. March 20. Kekewich J.

Counsel: *Rowden; Upjohn; J. G. Wood; T. Ribton.* Solicitors: *Lovell, Son & Pitfield; Rook & Sons; Ford, Lloyd, Bartlett & Co.; A. J. Maskell.* G. I. F. C.

---

15. REVENUE—ESTATE DUTY—*Settlement estate duty—Apportionment of duty between settled legacies and residue—Finance Act,* 1894 (*c.* 30), *ss.* 1, 5, 6, 8, 9, 14, 22. When a testator by his will settles pecuniary legacies and shares of residue no part of either the estate duty or the settlement estate duty imposed by the Finance Act, 1894, is to be borne by the settled legacies or shares, but the whole of those duties is to be borne by the general residue of the estate. *In re* WEBBER. March 26. North J.

Counsel: *A. Adams; Butcher; A. Read; Austen Cartmell.* Solicitors: *Surr, Gribble & Co.; Carr & Co.* W. L. C.

---

16. STOCK EXCHANGE—GAMING AND WAGERING CONTRACT—*Securities deposited as cover—Action to recover deposited securities—Gaming Act,* 1845 (*c.* 109), *s.* 18. Decision of the Court of Appeal, [1895] 2 Q. B. 329, affirmed and appeal dismissed with costs. UNIVERSAL STOCK EXCHANGE, LIMITED, APPS. *v.* STRACHAN, RESP. March 20. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Sir E. Clarke, Q.C.,* and *E. H. Pollard; Bigham, Q.C.,* and *Muir Mackenzie.* Solicitors: *Last & Sons; T. Allingham.* J. M. M.

---

17. STREET—MAKING UP, EXPENSES OF—*National school—Trustees—"Owners"—Charge—School Sites Act* (4 & 5 *Vict. c.* 38), *s.* 6—*Public Health Act,* 1875 (*c.* 55), *ss.* 4, 257. Trustees of a national school, the site of which had been conveyed in 1847, under the School Sites Act (4 & 5 Vict. c. 38), s. 6, to trustees in perpetuity for a national school "and for no other purpose whatsoever," *held* to be "owners" within sect. 4 of the Public Health Act, 1875; and *held,* that the urban authority was, under sect. 257, entitled to a "charge" on the school buildings and site, for the expenses of making up a road abutting on the premises; but an inquiry was directed as to the mode of enforcing the charge. HORNSEY DISTRICT COUNCIL *v.* SMITH. March 25. Kekewich J.

Counsel: *E. Beaumont,* and *F. Low; Dibdin.* Solicitors: *Leonard & Tatham; Lee, Bolton & Lee.* G. I. F. C.

---

18. TRADE UNION—STRIKE—*Picketing—Inducing persons not to contract with plaintiff—Intent to injure—Malice—"Watching or besetting"—Interlocutory injunction—Trade Union Act,* 1871 (*c.* 31)—*Conspiracy and Protection of Property Act,* 1875 (*c.* 86), *ss.* 3, 7. The defendants, a trade union, ordered a strike against the plaintiff, a manufacturer, and also against S., a person who made goods for the plaintiff only; and their pickets had watched and beset the works of the plaintiff and S. for the purpose of compelling workpeople to abstain from working for the plaintiff.

The Court (Lindley, Kay and A. L. Smith L.JJ.), affirming the decision of North J., *held,* that this kind of picketing and the strike against S. for the indirect purpose of injuring the plaintiff were illegal acts, and they granted an interlocutory injunction to restrain the trade union and its agents from watching or besetting the plaintiffs' works for the purpose of persuading or otherwise preventing persons from working for him, or for any other purpose than in order merely to obtain or communicate information. Their Lordships also granted a similar injunction in respect of the premises belonging to S. J. LYONS & SONS *v.* WILKINS. March 19. C. A.

Counsel: *C. E. E. Jenkins; Levett, Q.C.,* and *Ward Coldridge.* Solicitors: *Shaen, Roscoe & Co.; Warburton & De Paula.* W. W. K.

---

19. WILL—CONSTRUCTION—*Implication of words.* A testator devised the residue of the proceeds of his real and personal estate to trustees, upon trust to pay and divide the same "equally amongst the children of my deceased father's brothers and sisters. And I desire that the child or children of any one of such brothers and sisters as may be dead shall take his, her, or their deceased parent's share":—*Held,* that the word "child" must be implied after the words "any one," and that the children of a deceased child of a brother and the children of a deceased child of a sister of the testator's father were respectively entitled to their deceased parent's share of the residue. *In re* WROE. March 19. North J.

Counsel: *Methold; Swinfen Eady, Q.C.,* and *Ingle Joyce; Everitt, Q.C.,* and *Temple Franks; Vernon Smith, Q.C.,* and *C. H. Bardswell; Christopher James.* Solicitors: *Hamlin, Grammer & Hamlin; Emmet, Sons & Co.; Jaques & Co.; Perkins & Weston.* W. L. C.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
COOK'S TRUSTS, *In re.* LAWLEDGE *v.* TYNDALL.	*North J.*	39
COOPER *v.* PEARSE	*Div. Ct.*	40
DE HOGHTON, *In re.* DE HOGHTON *v.* DE HOGHTON.	*C. A.*	40
LIQUIDATION ESTATES PURCHASE COMPANY *v.* WILLOUGHBY	*C. A.*	40
PLEDGE *v.* WHITE	*H. L.*	40
PRINSEP (LADY) *v.* BELGRAVIAN ESTATE	*C. A.*	39
REDDAWAY *v.* BANHAM	*H. L.*	40
RICHMOND HILL STEAMSHIP COMPANY *v.* CORPORATION OF TRINITY HOUSE	*Lord Russell of Killowen C.J.*	40

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

MONDAY, March 30.

Foxwell and Others v. *Van Grutten.* Appeal from Vaughan Williams J. Allowed in part.

North Western Bank, Limited v. *Lingfield Steamship Company, Limited.* Appeal from Lord Chief Justice. Allowed.

Odham Bros. v. *Brunning.* Appeal from Collins J. Dismissed.

Salomon v. *Brownfield and Another.* Appeal from Mathew J. Part heard.

COURT II.

THURSDAY, March 26.

Liquidation Estates Purchase Company, Limited v. *Willoughby.* Appeal from North J. Dismissed. Kay L.J. *dissentiente.*

Graham v. *O'Connor.* Appeal from Kekewich J. Settled.

In re Wertheimer. Wertheimer v. *Rothschild.* Appeal from Chitty J. Dismissed by consent.

In re Gulcher (New) Electric Light and Power Company, Limited. Appeal from Vaughan Williams J. Part heard.

FRIDAY, March 27.

Lady Prinsep v. *Belgravian Estate, Limited.* Appeal from Kekewich J. Allowed.

Crichton v. *Crichton.* Appeal from North J. Part heard.

SATURDAY, March 28.

Crichton v. *Crichton.* Appeal from North J. Part heard.

MONDAY, March 30.

In re De Hoghton. De Hoghton v. *De Hoghton.* Appeal from Stirling J. Dismissed.

Crichton v. *Crichton.* Appeal from North J. Part heard.

TUESDAY, March 31.

Powell v. *Birmingham Vinegar Brewery.* Appeal from Stirling J. Judgment delivered and appeal dismissed.

Hindson v. *Ashby.* Appeal from Romer J. Judgment delivered and appeal allowed.

Crichton v. *Crichton.* Appeal from North J. Part heard.

ERRATUM.

HORNSEY DISTRICT COUNCIL *v.* SMITH, *ante* p. 38 (17).

For "*Leonard & Tatham,*" col. 2, line 2 from top, read "*Leonard J. Tatham.*"

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 39 (1).

1. BUILDING AGREEMENT — RIGHT TO LIGHT — *Equitable easement.* On the 25th of July, 1883, Earl Cadogan entered into a building agreement with Colonel, afterwards General, Stewart, by which it was agreed that during the period therein mentioned Colonel Stewart might enter upon the six plots of land mentioned in the first schedule and should build upon plot 1, at an expense of not less than 1000*l.* each, three houses to be fit for occupation by Christmas, 1890. Plans and elevations were to be submitted to the Earl; separate leases to be granted of the houses when roofed in and drained. Clause 25 prohibited the Colonel from sub-letting the land or any part of it except by way of agreement to builders before the leases were granted; and clause 32 provided that the agreement was intended to operate as an agreement only and not as an actual demise, or to give the Colonel any legal interest in such parts of the land as for the time being remained unleased. The Colonel was not bound to commence building before the 29th of September, 1887, when an existing lease would expire. On the 25th of March, 1889, before any house had been built pursuant to the above agreement, Earl Cadogan sold and conveyed to Catford and others some adjoining land without their having notice of the agreement. In 1891 a lease of a house on plot 1 was granted to the personal representative of General Stewart, who in the same year granted a long under-lease of it to the plaintiff. The land sold to Catford and others was now vested in the defendants, who were building thereon in such a way as seriously to obstruct the access of light to the plaintiff's premises. Kekewich J. held that the building agreement gave General Stewart a legal right which prevented the Earl from dealing with his other property in derogation of that right, and his Lordship granted an injunction:—*Held,* on appeal, that the agreement gave the General no legal easement over any other part of the Earl's property, and that the defendants, being purchasers for value without notice, were not affected by any equitable right. The injunction was therefore dissolved. LADY PRINSEP *v.* BELGRAVIAN ESTATE, LIMITED. March 27 C. A. (Lindley, Kay, and A. L. Smith L.JJ.).

Counsel: *Warrington, Q.C.,* and *S. Dickinson; Renshaw, Q.C.,* and *E. Ford.* Solicitors: *Broughton, Nocton & Broughton; Darley & Cumberland.* H. C. J.

2. IMPROVEMENT—TENANT IN COMMON —*Mortgage—Sale.* The present value of improvements due to expenditure by a tenant in common in fee of half and tenant for life of the whole of real estate (not exceeding the expenditure) allowed in distributing the balance of proceeds of sale by paramount mortgagee. *In re* COOK'S TRUSTS. LAWLEDGE *v.* TYNDALL. March 27. North J.

Digitized by Google

Counsel: *Briscoe; Yate Lee; C. E. E. Jenkins.* Solicitors: *Royle & Co.; Shaen, Roscoe, Massey & Co.* D. P.

---

3. LANDLORD AND TENANT—ALLOTMENTS AND COTTAGE GARDENS COMPENSATION FOR CROPS ACT, 1887 (c. 26), ss. 4, 5. The statute 50 & 51 Vict. c. 26, provides for compensation to the occupiers of allotments and cottage gardens for crops left in the ground at the end of their tenancies. By sect. 4, "'Allotment' means any parcel of land of not more than two acres in extent held by a tenant under a landlord and cultivated as a garden or as a farm, or partly as a garden and partly as a farm":—*Held*, that a piece of land occupied by a seedsman for the purposes of his business, on which land he grew vegetables, flowering plants, fruit trees, &c., was not an "allotment" within the meaning of sect. 4, because it was not cultivated as a farm, or as a "garden" in the ordinary sense, namely, as a place where fruit, vegetables, or flowers were grown for food or pleasure. COOPER, APP.; PEARSE, RESP. March 25. Divisional Court (Lawrance and Collins JJ.).

Counsel: *W. Mackenzie; Reginald Brown.* Solicitors: *Crossman & Prichard*, for *Sharman & Trethewy*, Bedford; *Maples, Teesdale & Co.*, for *Theed Pearse*, Bedford. W. A.

---

4. MORTGAGE — PURCHASE OF MORTGAGED PROPERTY — *Payment off of mortgage—Presumption of intention to keep alive security. Per* Lindley and A. L. Smith L.JJ.: When a purchaser of a property pays off a mortgage on it, without shewing an intention to keep it alive, still, if its continuance as an existing charge is beneficial to him, it will be treated in equity as subsisting, unless an intention to the contrary can be inferred from the terms of the purchase-deed or from other evidence. But the opportunity of making a very doubtful claim against third parties is not such a benefit as is meant in this statement of the doctrine. And, if an intention to keep alive a charge on property is inconsistent with the real intention of the parties to the deed by which the property is assigned to the purchaser, the charge cannot be treated as still subsisting simply because the purchaser afterwards finds it would have been better for him to have kept the charge alive.

Per Kay L.J.: If under such circumstances it would be for the benefit of the purchaser that the charge should be kept alive, the Court will presume that it was his intention to keep it alive for his own benefit. Decision of North J. affirmed (Kay L.J. dissenting). LIQUIDATION ESTATES PURCHASE COMPANY *v.* WILLOUGHBY. March 26. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Toulmin v. *Steere*, 3 Mer. 210, questioned.

Counsel: *Swinfen Eady, Q.C.*, and *Dauney; Vernon Smith, Q.C.*, and *W. C. Druce; H. Brown; Abinger; Edward Ford.* Solicitors: *Howard Rumney; Dawson, Bennett & Dawson; G. S. & H. Brandon; W. Stopher; J. Crawshaw & Co.* W. L. C.

---

5. MORTGAGE—REDEMPTION—*Consolidation.* Decision of the Court of Appeal, [1895] 1 Ch. 51, affirmed after consideration without hearing respondent's counsel. PLEDGE *v.* WHITE. March 26. H. L. (Lord Halsbury L.C., and Lords Watson and Davey.)

Counsel: *Levett, Q.C., Bramwell Davis, Q.C.*, and *Cator; Cozens-Hardy, Q.C.*, and *Edwin Ward.* Solicitors: *A. R. & H. Steele*, for *J. Minter*, Folkstone; *Talbot & Tasker.* J. M. M.

---

6. REVENUE—LEGACY DUTY—*Annuity out of rents of realty—Trust for accumulation of surplus rents—Annuitant tenant for life subject to trust—Legacy Duty Act*, 1845 (*c.* 76), *s.* 4. A testator who died before 1888 devised real estate to trustees for a term of 500 years, and subject thereto on limitations under which A. became tenant for life. The trusts of the term were to raise and pay out of the rents and profits of the estate an annuity to the person who should subject to the term be entitled to the rents and profits; and the testator declared that subject thereto the trustees should during twenty-one years from the testator's death accumulate the rents and profits and invest them in land to be settled to the same uses; and after the determination of the twenty-one years should pay the rents and profits to the person for the time being entitled to the hereditaments comprised in the term:—*Held* (Rigby L.J. dissenting), that as A. during the period of twenty-one years had in effect a mere charge upon the estate of another person, legacy duty and not succession duty was payable on the annuity. *In re* DE HOGHTON. DE HOGHTON *v.* DE HOGHTON. March 30. C. A. (Lord Herschell, A. L. Smith and Rigby L.JJ.).

Attorney-General v. *Jackson*, 2 Cr. & J. 101, and *Shirley* v. *Earl Ferrers*, 1 Ph. 167, considered.

Counsel: *The Solicitor-General* and *Vaughan Hawkins; Graham Hastings, Q.C.*, and *Ingle Joyce.* Solicitors: *Solicitor of Inland Revenue; Rowcliffes, Rawle & Co.* H. C. J.

---

7. SHIP — DECK CARGO — *Horses and cattle—Light dues.* Horses and cattle carried on a ship as deck cargo are "goods" within the meaning of sect. 23 of the Merchant Shipping Act, 1876, and light dues are payable in respect of the tonnage of the space occupied by such horses and cattle. But the measurement of such space is to be confined to the space occupied by the animals themselves, and is not to include the sheds or pens on deck in which they are confined. RICHMOND HILL STEAMSHIP COMPANY *v.* CORPORATION OF TRINITY HOUSE. March 24. Lord Russell of Killowen C.J.

Counsel: *Lawson Walton, Q.C.*, and *Holman; Bucknill, Q.C.*, and *Butler Aspinall.* Solicitors: *Downing, Holman & Co.; Sandilands & Co.* J. F. C.

---

8. TRADE NAME—TRUE DESCRIPTION—*Tendency to deceive.* Decision of the Court of Appeal, [1895] 1 Q. B. 286, reversed with costs here and below: injunction granted in form approved in *Johnston* v. *Orr Ewing*, 7 App. Cas. at p. 233, n. REDDAWAY *v.* BANHAM. March 26. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Moulton, Q.C., Asquith, Q.C.*, and *J. C. Graham; Bigham, Q.C., McCall, Q.C.*, and *J. K. F. Cleave.* Solicitors: *W. J. & E. H. Tremellen*, for *A. Macdonald Blair*, Manchester; *Chester, Mayhew, Broome & Griffiths*, for *Chew & Sons & Hilditch*, Manchester. J. M. M.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
GRAHAM *v.* DRUMMOND	*Romer J.*	41
HILL'S SETTLED ESTATES, *In re*	*Kekewich J.*	42
POWELL *v.* BIRMINGHAM VINEGAR COMPANY	*C. A.*	42
REG. *v.* H. SMITH	*Div. Ct.*	42
RUCK *v.* RUCK	*Gorell Barnes J.*	41
WATSON, *In re*	*North J.*	41
WHITWHAM *v.* WESTMINSTER BRYMBO COAL COMPANY	*Chitty J.*	42

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

TUESDAY, March 31.

Salomon v. *Brownfield and Another.* Appeal from Mathew J. Dismissed.

Salomon v. *Brownfield and Others.* Appeal from Mathew J. Dismissed.

Wilton v. *Andrew Knowles & Sons, Limited.* Appeal from Cave J. Dismissed.

WEDNESDAY, April 15.

Deakin v. *Salt Union, Limited.* Appeal from Wills and Wright JJ. Part heard.

COURT II.

TUESDAY, April 14.

In re Swift. Harrison v. *Ward.* Appeal from Kekewich J. *Cur. adv. vult.*

Biggerstaffe v. *Rowatt's Wharf, Limited.* Appeal from North J. Part heard.

WEDNESDAY, April 15.

In re Swift. Harrison v. *Ward.* Appeal from Kekewich J. Dismissed.

Biggerstaffe v. *Rowatt's Wharf, Limited.* Appeal from North J. Allowed.

No. 13.—1896.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 41 (1).

1. **DIVORCE—PRACTICE**—*Evidence—Decree in another suit.* The petititioner, a wife suing for dissolution of marriage on the ground of adultery and desertion, sought to prove the alleged adultery by means of the decree of the Court in the previous case of *Watson* v. *Watson and Ruck*, in which her husband had been co-respondent. The Court refused to receive the decree as evidence. RUCK *v.* RUCK. April 15. Gorell Barnes J.

Counsel: *Barnard.* Solicitors: *Andrew, Wood & Co.*, agents for *Ley, Wood & Rickerby*, Cheltenham. H. D. W.

2. **EXECUTOR—RETAINER**—*Debt due from bankrupt legatee.* A father, who had in 1854 become surety for his son to a mortgagee, died in 1857, having by his will bequeathed to the son a share of the residue of his estate, subject to the life interest of the father's widow. The father had assigned property of his own to the mortgagee as security for the son's debt. The son had also assigned a policy on his own life as security. The father and the son had covenanted to pay the interest on the mortgage debt and the premiums on the policy. In 1859 the son became bankrupt. He never obtained a discharge, and the bankruptcy was never closed. Neither the mortgagee nor the father's executors proved in the bankruptcy. After the bankruptcy the father's executors made some payments to the mortgagee for interest and premiums. In 1869 the mortgagee, under a power of sale contained in the mortgage, sold the property of the father which had been assigned to him, and retained out of the proceeds of sale the amount due upon the mortgage, handing over the surplus to the father's executors. In 1894 the father's widow died:—*Held*, that, out of the son's share in the residue, the father's executors were entitled to retain the amount of the payments which they had made for interest and premiums, and also the amount which the mortgagee had retained out of the proceeds of sale of the father's property, together with interest thereon respectively at 4 per cent. *In re* WATSON. March 31. North J.

Counsel: *Swinfen Eady, Q.C.*, and *W. E. Mozley*; *Vernon Smith, Q.C.*, and *G. Cave*; *Christopher James*; *R. J. Parker.* Solicitors: *Lowe & Co.*; *Whites & Co.* W. L. C.

3. **MORTGAGE—STOCK**—*Priorities.* A. C. by a marriage settlement made in 1878 covenanted to pay an annuity of 300*l.* to the trustees of the settlement. In 1882 he died, having

Digitized by Google

bequeathed all his property, which included railway stocks, to his widow C. C., and appointed her his sole executrix. C. C. proved the will, and by various deeds from 1886 to 1892 transferred the stocks to D. to secure a debt of her own. She subsequently, to secure a liability of her own, gave a charge on the stocks in favour of G., the plaintiff. Neither D. nor G., when he obtained his security, had any knowledge or notice that any debt of A. C. remained unpaid, or that C. C. was not entitled to deal with the stocks as she did. G. gave notice of his charge to D. before he had notice that any debt of A. C. remained unpaid. D. sold the stocks, and having paid off his own debt paid the balance into Court:—*Held*, that the claim of G. to rank as a second creditor against the balance had priority over the claims of the settlement trustees. GRAHAM *v.* DRUMMOND. March 31. Romer J.

Counsel: *Neville, Q.C., dBeckett Terrell*, and *B. A. Hall*; *Eve, Q.C.*, and *R. J. Parker*; *E. V. Bullen*. Solicitors: *Gibson, Weldon & Bilbrough*; *Lowe & Co.*; *S. P. Clare*. F. E.

---

4. SALE OF FOOD AND DRUGS ACT, 1875 (c. 63)—MAGISTRATE — *Jurisdiction*. The defendant was charged at the Clerkenwell police court with having, contrary to sect. 27 of the Sale of Food and Drugs Act, 1875, given a false warranty in respect of milk sold by him to a dairy company. The defendant lived at Oakham in the county of Rutland, and the milk was sent from thence by train, and delivered to the dairy company at East Finchley in Middlesex, neither the sale, nor the warranty, nor the delivery, being made or given within the limits of the jurisdiction of the Clerkenwell police court. The dairy company sold the milk to the committee of a hospital in the parish of St. Mary, Islington, which is within the jurisdiction of the Clerkenwell police court. Whilst the milk was in course of delivery an inspector of nuisances procured at the hospital a sample under sect. 3, and, this sample having been submitted to the public analyst of the parish of St. Mary, Islington, he certified that it contained a percentage of added water. The sample was procured, and the analysis made, for the purposes of a prosecution, which afterwards failed, against the dairy company under sect. 6:—*Held*, that a metropolitan police magistrate sitting at the Clerkenwell police court had no jurisdiction to hear and determine the complaint against the defendant. REG. *v.* H. SMITH. March 28. Divisional Court (Hawkins and Kennedy JJ.).

Counsel: *A. T. Toller*; *Macmorran, Q.C.* Solicitors: *P. G. Robinson*; *Stanley Hoare*. W. A.

---

5. SETTLED LAND ACT, 1882 (c. 38), s. 33—"MONEY LIABLE TO BE LAID OUT IN THE PURCHASE OF LAND." Where by a settlement the trustees were empowered, upon the request of the tenant for life, to invest settled money in the purchase of particular land:—*Held*, that as the power in effect imported an obligation, the money was "liable to be laid out in the purchase of land" within the meaning of sect. 33 of the Settled land Act, 1882, and accordingly might, under the provisions of the section, be applied as capital money in the purchase of land generally. *In re* HILL'S SETTLED ESTATES. April 16. Kekewich J.

Counsel: *Austen Cartmell* and *Badcock*. Solicitors: *S. W. Johnson & Son*. C. C. M. D.

---

6. TRADE-MARK—TRADE NAME—*Name of article—Non-descriptive trade-mark—"Yorkshire Relish"—Rival maker—Use of same name for similar article—Mistake of ordinary buyer—Injunction*. For thirty-five years the plaintiffs had made from a secret recipe, and sold in round glass bottles, a sauce which they called "Yorkshire Relish," and those words were impressed into the glass of the bottles, and printed, together with the plaintiffs' names, on the labels fastened to the bottles, and without the plaintiffs' names, on the wrappers in which the bottles were sold. The plaintiffs' trade was very large and profitable; and some years ago they had registered the words "Yorkshire Relish" as an old trade-mark of their own; but after litigation with the defendants those words had been expunged from the register. The plaintiffs had, however, hitherto succeeded in preventing any persons other than themselves from using the words "Yorkshire Relish" to denote a sauce. The defendants had not discovered the plaintiffs' secret, but they were making and selling under the name of "Yorkshire Relish," and in bottles similar to those of the plaintiffs, a sauce very like the plaintiffs' sauce, and at a lower price. The defendants printed their own names on their own labels, and there were certain other differences in the labels and in the wrappers; but the evidence proved that the defendants' sauce could be, and in some instances had been, mistaken by ordinary buyers for that made by the plaintiffs:—*Held*, that the plaintiffs were entitled to an injunction to restrain the defendants from selling their sauce as "Yorkshire Relish" without better distinguishing it from the sauce made and sold by the plaintiffs. The decision of Stirling J. affirmed. POWELL *v.* BIRMINGHAM VINEGAR COMPANY, LIMITED. March 31. C. A. (Lindley, Kay and A. L. Smith L.JJ.).

Counsel: *Moulton, Q.C., Buckley, Q.C.*, and *Waggett*; *Hastings, Q.C., John Cutler* and *Hampson*. Solicitors: *Thorowgood, Tabor & Hardcastle*; *J. S. Salaman*. W. W. K.

---

7. TRESPASS—DAMAGES—*Deposit of spoil—Way-lease—Measure of damages*. The defendants having trespassed on the plaintiff's land, by tipping, or depositing spoil thereon from their colliery, an inquiry had been directed to ascertain the amount proper to be awarded for the damages sustained; the official referee having taken as the measure of damages the diminished value of the plaintiff's land by reason of the trespass:—*Held*, following the principle of the way-leave cases, *Jegon* v. *Vivian* and *Phillips* v. *Homfray*, L. R. 6 Ch. 742 and 770, that the proper measure of damages was, the reasonable value of the land for tipping purposes, being the purposes for which it was actually used by the wrongdoer, and that the finding of the official referee ought to be varied accordingly. WHITWHAM *v.* WESTMINSTER BRYMBO COAL COMPANY. March 31. Chitty J.

Counsel: *F. Thompson*; *C. A. Russell*. Solicitors: *Field, Roscoe & Co.*, for *Evan Morris & Co.*, Wrexham; *Norris, Allens & Chapman*, for *J. B. Pollitt*, Manchester. W. C. D.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BIGGERSTAFF *v.* ROWATT'S WHARF	*C. A.*	46
HARDY, *In re.* HARDY *v.* FARMER	*Chitty J.*	44
HILL'S WATERFALL ESTATE AND GOLD MINING COMPANY, *In re*	*Stirling J.*	45
HOOD BARRS *v.* HERIOT	*C. A.*	46
HOUNSLOW BREWERY COMPANY, *In re*	*Vaughan Williams J.*	45
KIRKWOOD *v.* SMITH AND ANOTHER	*Div. Ct.*	46
PANTHER LEAD COMPANY, *In re*	*Romer J.*	44
PHILLIPS, *In re. Ex parte* TREBOETH BRICK COMPANY	*Vaughan Williams J.*	44
POLLARD'S SETTLEMENT, *In re*	*Chitty J.*	45
REG. *v.* PAYNE AND COOPER	*Div. Ct.*	45
REYNOLDS *v.* URBAN DISTRICT COUNCIL OF PRESTEIGN	*Div. Ct.*	46
SASS, *In re. Ex parte* NATIONAL PROVINCIAL BANK OF ENGLAND	*Vaughan Williams J.*	44
SAUL, IN THE GOODS OF	*Gorell Barnes J.*	46
SMITH *v.* HAMMOND	*Div. Ct.*	46
STEAD *v.* HARPER	*North J.*	46
UNITED KINGDOM MUTUAL STEAMSHIP ASSURANCE ASSOCIATION *v.* HOUSTON & CO.	*Mathew J.*	43
WILLIAMS *v.* WILLIAMS AND POCOCK	*Gorell Barnes J.*	45

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

THURSDAY, April 16.

Deakin v. *Salt Union, Limited.* Appeal from Wills and Wright JJ. *Cur. adv. vult.*

Freeman v. *Singleton.* Application for judgment or new trial. Dismissed.

FRIDAY, April 17.

De Chastelain v. *Copping.* Application for judgment or new trial. Dismissed.

Bell v. *Fortescue.* Application for judgment or new trial. Dismissed.

MONDAY, April 20.

Bergisch Markische Bank v. *Levin.* Appeal from Day J. Dismissed.

Kissam v. *Link.* Appeal from Cave J. Part heard.

TUESDAY, April 21.

Kissam v. *Link.* Appeal from Cave J. Allowed.

Staniland v. *Smallwood.* Application for judgment or new trial. Dismissed.

Atkins v. *Smallwood.* Application for judgment or new trial. Dismissed.

WEDNESDAY, April 22.

Gaskell and Another v. *Gosling.* Appeal from the Lord Chief Justice. Dismissed.

London County Council v. *Churchwardens, &c., of the Parish of Lambeth.* Appeal from Pollock B. and Wright J. Part heard.

THURSDAY, April 23.

London County Council v. *Churchwardens, &c., of the Parish of Lambeth.* Appeal from Pollock B. and Wright J. Part heard.

COURT II.

THURSDAY, April 16.

In re Dewhurst & Sons' Application. Appeal from V.-C. of County Palatine of Lancaster. Part heard.

FRIDAY, April 17.

In re Dewhurst & Sons' Application. Appeal from V.-C. of County Palatine of Lancaster. Allowed.

Savage v. *D. B. Harris & Son.* Appeal from Chitty J. Part heard.

MONDAY, April 20.

Savage v. *D. B. Harris & Son.* Appeal from Chitty J. Dismissed.

Shaw v. *Abrahamson.* Appeal from Kekewich J. Allowed.

TUESDAY, April 21.

Rouse v. *Rouse.* Appeal from Kekewich J. Part heard.

WEDNESDAY, April 22.

In re T. W. Baylis, a Solicitor. Appeal from Chitty J. Dismissed.

Steamship Insurance Syndicate v. *Maibucher.* Appeal from Kekewich J. Dismissed.

Duncan v. *Hargreaves.* Appeal from Kekewich J. Allowed.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 43 (1).

1. ARBITRATION—REFERENCE TO THREE ARBITRATORS— *Award signed by two.* Where a matter in dispute is referred to the decision of three arbitrators all three must concur in

Digitized by Google

making the award; an award made by two of them only is bad. UNITED KINGDOM MUTUAL STEAMSHIP ASSURANCE ASSOCIATION *v.* HOUSTON & Co. April 14. Mathew J.

Counsel: *Joseph Walton, Q.C.,* and *T. F. Miller; Pickford Q.C.,* and *Willes Chitty.* Solicitors: *Crump & Son; Pritchard & Englefield.* J. F. C.

---

2. BANKRUPTCY—COMPOSITION—*Secured creditor—Death of debtor—Administration action—Claim by mortgagees to prove—Balance of mortgage debt—Mode of procedure—Bankruptcy Act,* 1883 (*c.* 52), *s.* 18, *sub-s.* 11; *s.* 108. A. mortgaged certain property to secure 2000*l.* and interest. Some time afterwards a receiving order was made against A. upon his own petition, and in July, 1890, he made a composition with his creditors under sect. 18 of the Bankruptcy Act, 1883, which provided that they should be paid by instalments extending over a year. The mortgagees neither attended the creditors' meeting nor assented to the composition. The instalments under the deed were not paid. A. died shortly after the expiration of the year, and this action was commenced by a creditor to administer his estate, which proved to be insolvent. The mortgagees valued their security at 1500*l.*, and claimed to be admitted as creditors in the action for 500*l.* Their proof had been admitted by the trustee under the composition deed. CHITTY J. was of opinion that under sect. 108 and sect. 18, sub-sect. 11, of the Bankruptcy Act, 1883, the Court of Bankruptcy would have jurisdiction to proceed notwithstanding the death of A., and therefore that the strict course would be to allow the applicants to take further proceedings in that Court; but the plaintiff having assented in order to avoid delay and expense to take his opinion on what would be the result of such a proceeding, he acceded to the present application and admitted the claim. *In re* HARDY. HARDY *v.* FARMER. April 15. Chitty J.

Counsel: *Byrne, Q.C.,* and *R. J. Parker; Farwell, Q.C.,* and *Solomon.* Solicitors: *Geare, Son & Pease,* for *Martin & Sons,* Nottingham; *Kingdon, Wilson & Webb,* for *Frankish, Kingdon & Wilson,* Hull. G. M.

---

3. BANKRUPTCY—APPEAL AGAINST RECEIVING ORDER—*Security for costs—Bankruptcy Rules,* 1886, *r.* 131. A debtor appealed against a receiving order made against him in the Swansea County Court, and, pursuant to rule 131 of the Bankruptcy Rules, 1886, paid into Court 20*l.* as security for the costs of the appeal. The petitioning creditor applied that the security might be increased to 50*l.*, on the ground that the cost of bringing up his witnesses from the country would alone exceed 20*l.*:—*Held,* that no special circumstances were shewn for increasing the amount of the usual security for costs, and that the application must be dismissed. *In re* PHILLIPS. *Ex parte* TREBOETH BRICK COMPANY. April 21. Vaughan Williams J.

Counsel: *S. T. Evans.* Solicitors: *Riddell & Co.* H. L. F.

---

4 BANKRUPTCY—PROOF—*Guarantee by surety for whole debt, but limited in amount—Payment by surety—Proof by creditor or whole amount of debt.* In 1887 a surety gave a bank a guarantee to pay any sum or sums of money which were then or might thereafter from time to time become due or owing to the bank from S. on banking account. The guarantee to be a security for the whole amount then due or owing, or thereafter to become due or owing to the bank, but nevertheless the total amount recoverable under the guarantee from the surety was not to exceed 300*l.*, in addition to such further sum for interest and bank charges as should accrue after the date of demand by the bank upon the surety for payment. The guarantee to be in addition and without prejudice to any other securities which the bank might hold on account of S., and to be a continuing security nothwithstanding any settlement of account until the expiration of one month's notice from the surety. The bank to be at liberty, without thereby affecting their rights, at any time to vary or determine any credit to S., and to vary, release, or exchange any securities held by them on account of S. And in case of bankruptcy, any dividends which the bank might receive from the estates of S. or others were not to prejudice their right to recover from the surety to the full extent of the guarantee any sum which after the receipt of such dividends might remain owing to the bank from S. In 1894 S. became bankrupt, and the surety on demand from the bank paid them 303*l.* 11*s.* 9*d.* under the guarantee, which sum they carried to a realized securities account, and then tendered a proof in the bankruptcy for 755*l.* 16*s.* 1*d.*, being the whole amount due to them from S. The trustee in bankruptcy insisted that the proof ought to be reduced by the amount the bank had received from the surety:—*Held,* that on the form of the guarantee and on the authorities, the bank were entitled to prove for the full amount due to them from S. without any deduction. *In re* SASS. *Ex parte* NATIONAL PROVINCIAL BANK OF ENGLAND, LIMITED. April 20. Vaughan Williams J.

Counsel: *Reed, Q.C.,* and *Yate Lee; Muir Mackenzie.* Solicitors: *Wilde, Berger & Moore; W. Murton.* H. L. F.

---

5. COMPANY—WINDING-UP—*Creditor—Proof by lessor.* A company which had taken a lease became insolvent and went into voluntary liquidation. The lease was an onerous one, and the liquidator gave up possession of the demised premises to the lessors, but not in such a way as to surrender the term, although the lessors were willing to accept a surrender, or determine the lease on being allowed to prove for the loss thereby sustained. On a summons by the liquidator for directions:—*Held,* that having regard to *Hardy* v. *Fothergill* (13 App. Cas. 351), it was the duty of the Court to assist a lessor, who desired to prove at once on the footing of the lease being determined, in proving in respect of the company's obligations thereunder, and that it would be unjust to confine the proof to rent actually accrued due; and that liberty must be given to the liquidator to allow the lessors to prove on this footing. *In re* PANTHER LEAD COMPANY. Romer J. April 17.

In re Oriental Bank Corporation (No. 2), [1895] 1 Ch. 753, distinguished.

Counsel: *Eve, Q.C.,* and *J. G. Wood; Buckley, Q.C.,* and *P. S. Stokes.* Solicitors: *Coode, Kingdon & Cotton,* for *Coode, Shilson & Co.,* St. Austell; *Emmet & Co.,* for *Kettle & Landor,* Wolverhampton. F. E.

Digitized by Google

6. **COMPANY—WINDING-UP**—*Official Receiver—Costs—Public examination.* Official receivers, although they are officers of the Court and under the obligation to perform duties imposed on them by statute, are (with some exceptions) subject to the rules of the Court as to costs which apply to ordinary litigants. An official receiver made a report to the Court which was in accordance with sect. 8, sub-sect. 2, of the Companies (Winding-up) Act, 1890, so far as the meaning of that clause could be gathered from the decisions of the Courts which had then been pronounced. The Court, after considering the report, ordered a public examination of the persons named in the report, but before the examination could take place, the House of Lords, in another case (*Ex parte Barnes, ante*, p. 26), decided that sect. 8, sub-sect. 2, required the official receiver's report to contain certain allegations which had not been made in the report in this case:—*Held*, on a successful application to discharge the order for public examination, that the official receiver, being a litigant and in fault, must be ordered to pay the costs of the application, and that the words "out of the assets of the company" must be omitted from the order. *In re* HOUNSLOW BREWERY COMPANY. April 15. Vaughan Williams J.

Counsel: *Grosvenor Woods, Q.C.*, and *W. F. Hamilton*; *Herbert Reed, Q.C.*, and *J. Brooke Little*; *Sir R. Webster, A.-G.*, and *Ingle Joyce*. Solicitors: *H. C. Morris*; *Steadman, Van Praagh, Campion & Simmons*; *Solicitor to the Board of Trade.*

F. E.

---

7. **COMPANY—WINDING-UP**—*Reconstruction—Sale to new company—Option of shareholders to take shares in new company—Application by shareholder—Failure of liquidator to procure allotment—Liability in damages—Jurisdiction—Companies Act*, 1862 (c. 89), *ss.* 98, 133, 138, 151, 161—*Companies (Winding-up) Act*, 1890 (c. 63), *ss.* 10, 13—*Winding-up Rules*, 1890, *rr.* 89, 90. A scheme for the reconstruction of a company, which was in voluntary liquidation under the supervision of the Court, provided that the business should be sold to a new company and that the shareholders should have the option of taking shares in the new company in proportion to their holding in the old. In accordance with the terms of a circular issued by the liquidator to the shareholders, B., a shareholder, signed an application for shares in the new company and sent it, with a cheque for the required deposit, to the bankers of the company, who sent him a receipt therefor. The bank subsequently sent to the liquidator, at his request, a list of persons who had applied for shares, but did not include in such list the name of B. The liquidator afterwards sold the whole of the shares unapplied for, including those which should have been allotted to B. The liquidator had no assets undistributed in his hands except the proceeds of sale of the unapplied for shares, and he had no shares which he could allot to B. Upon a summons by B. in the winding-up:—*Held*, that the Court had no jurisdiction to declare the liquidator liable in damages. *In re* HILL'S WATERFALL ESTATE AND GOLD MINING COMPANY, LIMITED. March 6, 31. Stirling J.

Counsel: *Hastings, Q.C.*, and *R. J. Parker*; *Buckley, Q.C.*, and *G. F. Hart*. Solicitors: *Miller, Smith & Bell*, for *Fowler & Langley*, Wolverhampton; *Michael Abrahams, Sons & Co.*

G. A. S.

---

8. **CONTEMPT OF COURT — PUBLICATION TENDING TO INFLUENCE RESULT OF PROCEEDINGS** — *Newspaper comments.* Application for an attachment for contempt of Court, in publishing in a newspaper comments relating to the applicant, and, in the same newspaper, a report of a meeting of a committee of a county council, whereat a question as to confirming the action of the chief constable, in obtaining legal assistance for the police in a case against the applicant, was discussed, the applicant then being under remand or committal for trial on charges of larceny and embezzlement. The applicant had been sub-editor and manager of the paper. He was charged with attempted arson, and remanded. An article was then published in the paper, alluding to the facts that the property of the newspaper company was for sale, and that the applicant had been arrested, and the charge of arson was pending. That charge was dismissed, but others were preferred, on two of which the applicant was committed for trial. While he was awaiting trial an article was published, announcing that one of the respondents had purchased the paper, and appealing for support, and alluding to the charges pending against the applicant, and shortly afterwards a report of a meeting of the committee of the county council, to the effect above stated, was published:—*Held*, that the publications in question did not appear to be intended, and were not calculated, to prejudice the fair trial of the charges pending against the applicant, and therefore no attachment ought to issue. THE QUEEN *v.* PAYNE AND COOPER. April 14. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Shearman*; *Dickens, Q.C.*, and *Brooke Little*; *Poyser*. Solicitors: *Shearman & Rayner*; *Peacock & Goddard*, for *Maule & Sons*, Huntingdon; *A. G. Watts*, for *W. A. Watts*, St. Ives.

P. B. H.

---

9. **CONVEYANCING ACT, 1881 (c. 41), s. 39—DEBTS CAUSED BY EXTRAVAGANCE**—*Money-lender—Discretion.* In exercising its discretion under sect. 39 of the Conveyancing Act, 1881, the Court has to consider all the circumstances of the case and to balance the undoubted benefit of the restraint against the alleged benefit of its removal, and to see whether the benefit of the removal actually preponderates.

The Court will not yield to applications under the section where it is sought to remove the restraint in order to raise money for the payment of debts which have arisen through the extravagance of the married woman or her husband, and the restraint will not as a rule be removed in cases where the married woman has for the purpose of raising money had recourse to a money-lender. *In re* POLLARD'S SETTLEMENT. April 15. Chitty J.

Counsel: *Farwell, Q.C.*, and *Johnston Edwards*; *Eyre Thompson*. Solicitor: *Hood Barrs*.

G. M.

---

10. **DIVORCE—PRACTICE**—*Substituted service on co-respondent* A motion made for the purpose was supported only by an affidavit by a clerk to the petitioner's solicitors:—*Held*, that there must also be an affidavit by the petitioner himself. WILLIAMS *v.* WILLIAMS AND POCOCK. April 20. Gorell Barnes J.

Counsel: *Bargrave Deane*. Solicitors: *Bolton & Co.*

H. D. W.

Digitized by Google

11. LOCAL AUTHORITY—HIGHWAYS—*Power to remove encroachments—Public Health Act*, 1875 (*c.* 55), *s.* 149. An urban district council has power to remove encroachments upon any highway vested in them by sect. 149 of the Public Health Act, 1875, without first taking proceedings, either summarily or by indictment, against the person alleged to have encroached. REYNOLDS *v.* URBAN DISTRICT COUNCIL OF PRESTEIGN. April 17. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *W. D. Benson*; *Corner* and *A. Bertram*. Solicitors: *Norris, Allens & Chapman*, for *Clifford Jones*, Presteign; *Meredith, Roberts & Mills*, for *Wallis*, Hereford. W. A.

---

12. PAYMENT OUT OF COURT—TENANT IN TAIL. A small sum in Court representing land was paid out to a tenant in tail without a disentailing assurance. STEAD *v.* HARPER. April 18. North J.

Counsel: *O. Leigh Clare*; *Ashworth James*. Solicitors: *Firth & Co.*; *T. B. & W. Nelson*. D. P.

---

13. PRACTICE—COSTS—*Reversal of judgment—Repayment by solicitor.* Where, an appeal against an order of a judge at chambers to the Court of Appeal having been allowed with costs, the solicitors for the appellant demanded from the respondent and received payment of the costs after notice of an appeal to the House of Lords, and the decision of the Court of Appeal was afterwards reversed by the House of Lords with costs:—*Held*, that the solicitors could not be ordered personally to repay the costs so paid to them. HOOD BARRS *v.* HERIOT. April 20. C. A. (Lord Esher M.R., A. L. Smith and Rigby L.JJ.).

Counsel: *Oswald, Q.C.*, and *Bartley Denniss*; *Sylvain Mayer*. Solicitors: *Hood Barrs & Co.*; *Crossman & Prichard*. E. L.

---

14. PRACTICE—WRIT—*Address of defendant—Rules of the Supreme Court, Order* II., *r.* 3. Application to set aside a writ of summons, which had been issued and served upon the defendant in England, on the ground that by the writ the defendant was improperly described as of Lytham in the county of Lancaster, whereas his only place of business and address was at Londonderry in Ireland:—*Held*, that the incorrect statement of the defendant's address did not vitiate the writ, and it was good. SMITH *v.* HAMMOND. April 20. Divisional Court (Pollock B. and Bruce J.).

Counsel: *Loehnis*; *T. G. Carver*. Solicitors: *Rowcliffes, Rawle & Co.*, for *Dickinson, Dickinson & Hill*, Liverpool; *Colt & Ince*, for *Rigby*, Liverpool. P. B. H.

---

15. PROBATE — PRACTICE — *Presumption of death.* On a motion to presume a death at sea, the Court *held* that the letters which had passed between the shipowners and their underwriters who admitted a total loss, and between the agent of the deceased person and the company which had insured his life and which admitted their liability, should be filed. IN THE GOODS OF SAUL. April 20. Gorell Barnes J.

Counsel: *Bargrave Deane*. Solicitors: *Rowcliffes, Rawle & Co.* H. D. W.

16. PROMISSORY NOTE—DOCUMENT CONTAINING UNNECESSARY PROVISIONS—*Bills of Exchange Act*, 1882 (*c.* 61), *s.* 83, *sub-s.* 3. Appeal from the Southampton County Court. The plaintiff sued on a document, as a promissory note, which provided for payment of certain money by instalments, with interest, the whole to become due on default in payment of one instalment, and contained the following proviso: "No time given to, or security taken from, or composition arrangements entered into with, either party hereto, shall prejudice the rights of the holder to proceed against any other party":—*Held*, that the document was not a promissory note, and could not be sued on as such. KIRKWOOD *v.* SMITH AND ANOTHER. April 14. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Daldy*; *J. E. Bankes*. Solicitors: *Carthew & Wheeler*, for *Buckwell*, Brighton; *Prior, Church & Adams*. P. B. H.

---

17. SET-OFF — LIQUIDATED DEMAND — *Managing director.* The R. Co. issued debentures in the usual form of floating securities. On the 30th of October, 1894, a receiver and manager was appointed in a suit on behalf of the debenture-holders. At this time H. B. & Co. were indebted to the company for rent for wharfage room. H. B. & Co. had in 1893 bought and paid for 7000 barrels from the company and received a delivery order for them. Before the 20th of October, 1894, the company had delivered 3000 of the barrels, but, being in difficulties, was unable to deliver any more. On the 22nd of October a meeting took place between the three directors of the company and H. B. & Co., at which a negociation took place as to hypothecating to H. B. & Co. certain debts due to the company as a security for what was due to H. B. & Co. in respect of the barrels. On the following day two of the directors, of whom D., the managing director, was one, again met H. B. & Co., and D. gave to H. B. & Co. letters of hypothecation of the debts, signed by D. as managing director. By the articles of the company the quorum of directors was three, and the directors had power to appoint a managing director and to give him all their powers except as to bills and promissory notes. There was no minute of D.'s appointment, but he was recognised and acted as managing director. That a quorum of directors could hypothecate the debts was not disputed. North J. held that the claim of H. B. & Co. in respect of the barrels was for unliquidated damages, and could not be set off against the claim of the company for wharfage rent, and that the hypothecation of the debts was not valid, as H. B. & Co. did not rely on the powers of D. as managing director:—*Held*, on appeal, that the claim of H. B. & Co. in respect of the barrels was a liquidated demand and could be set off, and that set-off was not prevented by H. B. & Co. having had notice of the existence of the debentures, for that they did not become complete assignments till the appointment of a receiver. That as regarded the hypothecations H. B. & Co. were entitled to assume that D. had all the powers which by the articles he might have, and that the hypothecations must be treated as valid. BIGGERSTAFF *v.* ROWATT'S WHARF. April 15. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Swinfen Eady, Q.C.*, and *F. L. Wright*; *Cozens-Hardy, Q.C.*, *Upjohn*, and *W. H. Cozens-Hardy*. Solicitors: *Waterhouse, Winterbotham & Co.*; *Morgan & Upjohn*. H. C. J.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ALTY *v.* FARRELL	*Div. Ct.*	49
BULKELEY *v.* STEPHENS	*Stirling J.*	48
COPERNICUS, THE	*Gorell Barnes J.*	47
DERBY (COUNTY COUNCIL OF), APPS.; URBAN DISTRICT OF MATLOCK BATH AND SCARTHIN NICK, RESPS.	*H. L.*	49
DUGMORE *v.* SUFFIELD	*North J.*	49
HELLARD, *In re*	*North J.*	49
HUNT *v.* WORSFOLD	*North J.*	49
LAND MORTGAGE BANK OF FLORIDA, *In re*	*Vaughan Williams J.*	48
NEW WEIGHING MACHINE COMPANY, *In re*	*Vaughan Williams J.*	48
REG. *v.* HOPKINS AND FERGUSON	*C. C. R.*	48
REG. *v.* JUSTICES OF KENT	*Div. Ct.*	49
RICHARDS *v.* OVERSEERS OF KIDDERMINSTER. RICHARDS *v.* MAYOR OF KIDDERMINSTER	*North J.*	48
THOMSON *v.* THOMSON	*Jeune Pres.*	49

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, April 24.

London County Council v. *Churchwardens, &c., of the Parish of Lambeth.* Appeal from Pollock B. and Wright J. *Cur. adv. vult.*

Foster v. *General Phosphate Corporation, Limited, and Others.* Appeal from Wright J. Dismissed.

TUESDAY, April 28.

Dent v. *Kilby and Another.* Application for judgment or new trial. Dismissed.

Harris v. *Brandon and Another.* Application for judgment or new trial. Dismissed.

Willson and Another v. *Love and Others.* Application for judgment or new trial. Part heard.

THURSDAY, April 30.

Willson and Another v. *Love and Others.* Application for judgment or new trial. Dismissed.

Seaman v. *Ward.* Application for judgment or new trial. Dismissed.

Dickey v. *Saxelby and Another.* Application for judgment or new trial. Dismissed.

Bartlett v. *Collins.* Application for judgment or new trial. Part heard.

COURT II.

THURSDAY, April 23.

Rouse v. *Rouse.* Appeal from Kekewich J. Dismissed.

Meir v. *Bratt.* Appeal from Kekewich J. Dismissed.

In re J. F. Clarke's Trade Mark. Appeal from North J. Part heard.

TUESDAY, April 28.

Edwards v. *Walters.* Appeal from Kekewich J. Judgment delivered and appeal dismissed.

Powell v. *Wedderburn.* Appeal from Romer J. Allowed.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 47 (1).

1. **ADMIRALTY—INSURANCE (MARINE)**—*Freight—Time of engagement of goods—Loading port.* Under two Lloyd's policies, dated respectively the 1st of March and the 28th of November, 1895 (the latter policy being expressed to follow and succeed the former), the plaintiffs, the owners of the steamship *Copernicus*, were insured by the defendant and other underwriters "on freight $\frac{\text{and}}{\text{or}}$ charges as interest may appear" by "steamer $\frac{\text{and}}{\text{or}}$ steamers belonging to, chartered by, or managed by" the plaintiffs "lost or not lost at and from any port or ports of loading on the west coast of South America to any port or ports of discharge in the United Kingdom" or in certain other countries as therein described, the policies "to cover the freight from the time of the engagement of the goods or after a shipping order has been issued by the agent or his broker."

In September, 1895, offers of cargo were received from the plaintiffs' agents at Valparaiso for the *Copernicus* for a voyage to the United Kingdom from ports on the west coast of South America, and, for the purpose of loading this cargo, the vessel on the 8th of October left Monte Video, calling at Punta Arenas in the Straits of Magellan on the 14th of October, where she discharged and loaded cargo, and left that place for Valparaiso on

Digitized by Google

the 16th of October, but has not since been heard of. On this last-mentioned date cargo had been engaged at Valparaiso for the vessel, and was ready for shipment in her there and at other ports on the west coast.

On the 17th of December, 1895, the plaintiffs declared the freight engaged for the *Copernicus*, but the defendant refused to accept the declaration:—*Held*, that the defendant was not liable for his proportion of the total loss of the freight, as the vessel had not arrived at her first loading port on the west coast of South America, and, therefore, the risk had not attached. THE COPERNICUS. April 27. Gorell Barnes J.

Counsel: *Joseph Walton, Q.C.*, and *Carver*; *Sir Walter Phillimore* and *Hamilton*. Solicitors: *Stokes & Stokes*, agents for *Thornely & Cameron*, Liverpool; *Waltons, Johnson, Bubb & Whatton*. T. L. M.

---

2. APPORTIONMENT—TENANT FOR LIFE AND REMAINDERMAN—*Stock in public company—Right of estate of deceased tenant for life to apportionment of dividend earned before but declared after death—Apportionment Act*, 1870 (*c.* 35), *ss.* 2, 3, 4, 5. Stock in a public company forming part of a testator's residuary estate was settled upon trust for A. for life and after her death "to pay transfer and assign my residuary estate and the stocks funds and securities upon which the same shall be invested unto and amongst" certain beneficiaries. After the death of the tenant for life the stock was sold "cum div." under an order of the Court for the purpose of distribution. After the sale a dividend was declared and received by the purchaser in respect of profits a portion of which had been earned prior to the death of the tenant for life:—*Held*, that the estate of the tenant for life was not entitled under the Apportionment Act, 1870, to be paid out of the purchase-money of the stock anything in respect of the dividend; but *held* further, that the claim to such payment ought to be acceded to upon the ground that if the trust had been strictly carried out by transferring the investments to the beneficiaries, the representative of the tenant for life would have been in a position, either directly or through the trustees, to obtain payment of an apportioned part of the dividend. BULKELEY *v.* STEPHENS. April 28. Stirling J.

Counsel: *Hastings, Q.C.*, and *Methold*; *Buckley, Q.C.*, and *Baines*. Solicitors: *Tathams & Pym*; *Robbins, Billing & Co.* G. A. S.

---

3. COMPANY—DEBENTURE—*Covering deed—Receiver—Poor rate—District rate—Occupancy—Winding-up—Bills of Sale Act*, 1878, *Amendment Act*, 1882 (*c.* 43), *s.* 14—*Conveyancing and Law of Property Act*, 1881 (*c.* 41), *s.* 24, *sub-s.* 2—*Poor Rate Assessment and Collection Act*, 1869 (*c.* 41), *s.* 16—*Public Health Act*, 1875 (*c.* 55), *s.* 211, *sub-s.* 3—*Preferential Payments in Bankruptcy Act*, 1888 (*c.* 62), *s.* 1, *sub-s.* 1 (*a*). A deed of charge on the assets of a company to cover debentures is not a bill of sale within sect. 14 of the Bills of Sale Act, 1878, Amendment Act, 1882.

The general district rate of an urban sanitary authority is not a tax or poor or other parochial rate within the meaning of sect. 14 of the Bills of Sale Act, 1878, Amendment Act, 1882.

A receiver, appointed under a power in a deed of floating charge on the assets of a company, entered into possession of the premises of the company. The deed provided that the receiver in possession should be the agent of the company, and in the same position as if he were appointed by a mortgagee under the Conveyancing and Law of Property Act, 1881:—*Held*, that there was a change of occupancy on the receiver's taking possession within the meaning of the Poor Rate Assessment and Collection Act, 1869, and the Public Health Act, 1875, s. 211, sub-s. 3.

There is no preferential charge in respect of rates on effects of a company in the hand of a receiver for debenture-holders when the company is being wound up. RICHARDS *v.* OVERSEERS OF KIDDERMINSTER. RICHARDS *v.* MAYOR OF KIDDERMINSTER. April 22. North J.

Counsel: *E. Clayton*; *A. Rowden*. Solicitors: *J. W. Miles*; *L. W. Wigg*, for *F. E. Burcher*, Kidderminster. D. P.

---

4. COMPANY—WINDING-UP—*Affidavit supporting petition—Notice of filing.* Although there is no express rule requiring notice to be given to the company of the filing of the statutory affidavit in support of a winding-up petition, the practice of giving notice of filing is a convenient one, and must in future be followed. *In re* NEW WEIGHING MACHINE COMPANY. April 29. Vaughan Williams J. Counsel: *George Henderson*; *Overend*. Solicitors: *Templeton & Cox*; *Frederick C. James*. F. E.

---

5. COMPANY—WINDING-UP—*Joint Stock Companies Arrangement Act*, 1870 (*c.* 104). In a voluntary winding-up a scheme of arrangement under the Joint Stock Companies Arrangement Act, 1870, was agreed to by the debenture-holders, unsecured creditors, and contributories, and contained the following clause: "A proper trust deed to give effect to the provisions of this scheme relating to the existing debentures shall be prepared and executed, and such trust deed shall contain provisions for calling meetings of the holders of the existing debentures and conferring power upon a majority in number representing three-fourths in value of such holders, present, either in person or proxy, at any meeting, to make binding upon all the holders of the existing debentures any compromise or arrangement which the Court would, under the Joint Stock Companies Arrangement Act, 1870, have power to sanction if the company were in liquidation and the same had been agreed to as therein mentioned":—*Held*, that this clause was a delegation to a majority of the debenture-holders of the powers of the Court under the Act; and that the scheme would only be sanctioned on the clause being modified by making the compromise or arrangement therein referred to subject to the sanction of the Court. *In re* LAND MORTGAGE BANK OF FLORIDA. April 15. Vaughan Williams J.

Counsel: *Theobald*. Solicitors: *Johnson, Weatherall & Sturt*, for *Wade, Bilbrough, Booth & Co.*, Bradford. F. E.

---

6. CRIMINAL LAW—DEBTORS ACT, 1869 (c. 62), s. 13, sub-s. 2—*Intent to defraud creditors—Making transfer of, or charge on,*

Digitized by Google

property. A defendant to an action, who, during the pendency of the action and before trial, gives a bill of sale over his personal chattels with the intent of depriving the plaintiff of the fruits of a possible verdict and judgment in his favour, cannot be convicted under sect. 13, sub-sect. 2, of the Debtors Act, 1869, of having, with intent to defraud a creditor, made a transfer of, or charge on, his property, the plaintiff not having been a creditor within the meaning of that provision at the time when the bill of sale was given. REG. *v.* HOPKINS AND FERGUSON. April 25. C. C. R. (Lord Russell of Killowen C.J., Pollock B., Hawkins, Cave and Wills JJ.).

Counsel: *McKeand; C. Rose Innes; C. A. Russell.* Solicitors: *Solicitor to the Treasury; Millar,* Manchester; *Kirkman,* for *William Thomson,* Manchester. W. J. B.

---

7. **DIVORCE—VARIATION OF SETTLEMENTS**—*Application by executors.* Where a husband dies after obtaining a decree absolute for a divorce, and there are no children of the marriage, an application for a variation of the marriage settlement cannot be made by the personal representatives of the husband. THOMSON *v.* THOMSON. April 23. Jeune Pres.

Counsel: *Bayford, Q.C.,* and *Bargrave Deane; Inderwick, Q.C.,* and *Priestley.* Solicitors: *Rowcliffes, Rawle & Co.; Seaton F. Taylor.* W. J. B.

---

8. **HIGHWAY—MAIN ROAD**—*Footways, repair of in urban districts—Highways and Locomotives (Amendment) Act,* 1878 (*c.* 77), *s.* 13—*Local Government Act,* 1888 (*c.* 41), *s.* 11. The House, approving the decisions in *In re Warminster,* 25 Q. B. D. 450, and *In re Burslem,* [1896] 1 Q. B. 24, that "a main road" includes footways at the side, without hearing the respondents affirmed the decision of the Court of Appeal and dismissed the appeal with costs. COUNTY COUNCIL OF DERBY, APPS.; URBAN DISTRICT OF MATLOCK BATH AND SCARTHIN NICK, RESTS. April 28. H. L. (Lords Herschell, Macnaghten, Morris and Davey).

Counsel: *Littler, Q.C., Cripps, Q.C.,* and *Etherington Smith; Lawson Walton, Q.C.,* and *Macmorran, Q.C.* Solicitors: *Wynne, Holme & Wynne; Baker, Lees & Postlethwaite,* for *F. C. Lymn,* Matlock Bath. J. M. M.

---

9. **LOCAL GOVERNMENT—BY-LAW**—*Validity—Sale of coal from vehicle—Weights and Measures Act,* 1889 (*c.* 21), *s.* 28. By a by-law made by a local authority under sect. 28 of the Weights and Measures Act, 1889, "Every person in charge of any vehicle carrying coal for sale within the borough in quantities not exceeding two hundredweight. . . . shall re-weigh the coal upon being requested to do so by any purchaser, or by any one on behalf of the purchaser, or by an inspector of weights and measures, or by any constable":—*Held,* that the by-law was unreasonable, and therefore bad. ALTY *v.* FARRELL. April 27. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *T. W. Chitty; Mattinson, Q.C.,* and *A. T. Lawrence.* Solicitors: *F. J. Thairlwall,* for *Alfred Read,* Blackburn; *Robbins Billing & Co.,* for *W. E. L. Gaine,* Blackburn. A. P. P. K.

---

10. **PRACTICE—ACTION FOR RECOVERY OF LAND**—*Joinder of other cause of action—Leave of Court—Rules of the Supreme Court, Order* XVIII., *r.* 2; *Order* LXX., *r.* 2. The plaintiff claimed a declaration that an alleged mortgage of land to the defendant created no charge on the land comprised in it, and he claimed possession of the land. The plaintiff claimed alternatively an account of what was due on the mortgage, and redemption. The plaintiff was a judgment creditor of the alleged mortgagor, the judgment being of a date subsequent to that of the mortgage. The plaintiff had obtained an order appointing him receiver of the rents of the land, and the order had been registered. On a summons by the defendant to stay all proceedings in the action, on the ground that no leave of the Court had been obtained to join the other cause of action with the action for the recovery of the land:—*Held,* that the leave of the Court was not necessary, and that the plaintiff was entitled without leave to ask for possession of the land in either alternative—immediate possession if the mortgage was invalid, and possession on payment of what should be found due if the mortgage was valid:—*Held* also, that, though the defendant had appeared to the writ, it was not too late for him to raise the objection that the leave of the Court had not been obtained. HUNT *v.* WORSFOLD. April 28. North J.

Mulckern v. *Doerks,* 53 L. J. (Q.B.) 526, treated as overruled by *Wilmott* v. *Freehold House Property Co.,* 51 L. T. 552, and *Smurthwaite* v. *Hannay,* [1894] A. C. 494.

Counsel: *A. Beddall; P. A. S. Hickey.* Solicitors: *A. M. Bradley; Morrisons.* W. L. C.

---

11. **QUARTER SESSIONS — PARTY TO APPEAL** —*Costs.* A person, having given notice to a licensed victualler of intention to oppose the renewal of the licence at the general annual licensing meeting, attended before the licensing justices and objected to the renewal, with the result that the renewal was refused. The licensed person appealed to quarter sessions, and obtained a renewal of his licence. On the hearing of the appeal the objector did not appear:—*Held,* that the objector was a party to the appeal, notwithstanding that he did not appear to litigate it, and that the quarter sessions had jurisdiction to order him to pay the costs of the appeal. THE QUEEN *v.* JUSTICES OF KENT. April 23. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Dickens, Q.C., Lawson Walton, Q.C.,* and *Bodkin; Asquith, Q.C.,* and *Blaiklock.* Solicitors: *Godden & Holme; Hicks, Davis & Hunt.* J. F. C.

---

12. **SOLICITOR—COSTS**—*Taxation—Lease at rent and premium—Minimum charge—General Order under Solicitors' Remuneration Act,* 1881 (*c.* 44), *Schedule I., Part I., rr.* 7, 8; *Part II., r.* 5. A lease for nine-nine years, determinable on three lives, was granted at an annual rent of 12*s.* 1*d.,* and a premium or fine of 12*l.* 1*s.* 8*d.*:—*Held,* that the lessor's solicitors were entitled to a

Digitized by Google

fee of 5*l.* in respect of the rent under Schedule I., Part II., second scale, to the General Order under the Solicitors' Remuneration Act, 1881, and to an additional fee of 3*l.* in respect of the premium by virtue of rule 5 in Part II., and rule 8 in Part I. of Schedule I. *In re* HELLARD. April 28. North J.

Counsel: *F. Thompson; Upjohn.* Solicitors: *Law & Worssam; Bell, Brodrick & Gray.* W. L. C.

---

13. TRUSTEE—VESTING ORDER—*Absconding trustee not to be found—Trustee Act,* 1893 (*c.* 53), *ss.* 26, 35. One of the four trustees of a settlement absconded, was adjudicated a bankrupt, and could not be found. On the petition of the other three trustees, to which all the beneficiaries were respondents, for an order vesting in the petitioners the right to transfer or call for a transfer of a sum of India Stock (which was subject to the trusts), and to receive the dividends thereof; the right to sue for and recover certain specified mortgage debts and any other chose in action subject to the trusts; and certain specified real estates, which were security for the mortgage debt, for all the estate and interest which was vested in the petitioners and the bankrupt:—*Held,* that the Court under the above sections had power to make the vesting order. DUGMORE *v.* SUFFIELD. April 25. North J.

Counsel: *Yate Lee; Ingle Joyce; Rowden; T. H. Carson; R. J. Parker.* Solicitors: *Lawrence, Graham & Co.; Peake, Bird & Co.; H. F. & R. W. Tweedie; Paines, Blyth & Huxtable; Francis & Crookenden.* W. L. C.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
AARON'S REEFS, APPS.; TWISS, RESP.	*H. L.*	52
ALLCARD *v.* WALKER	*Stirling J.*	53
BARR, *In re. Ex parte* WOLFE	*Div. Ct.*	52
BASSANO AND OTHERS *v.* BRADLEY AND OTHERS	*Div. Ct.*	52
EDWARDS *v.* WALTERS	*C. A.*	54
GRAINGER, APP.; GOUGH, RESP.	*H. L.*	54
HELLARD, *In re*	*North J.*	54
HEMP YARN AND CORDAGE COMPANY, *In re.* HINDLEY'S CASE.	*C. A.*	52
LAND SECURITIES COMPANY, *In re*	*C. A.*	53
ONGLEY (LORD), *In re.* OTTLEY *v.* TURNER	*C. A.*	54
REG. *v.* LEWIS AND MOSS	*Div. Ct.*	54
REG. *v.* SODEN	*C. A.*	53
SAVOY (OVERSEERS OF THE), APPS.; ART UNION OF LONDON, RESPS.	*H. L.*	54
SCOTT, *In re. Ex parte* SCOTT	*Div. Ct.*	52
TUNBRIDGE WELLS (MAYOR, &C., OF), APPS.; BAIRD AND OTHERS, RESPS.	*H. L.*	53
WILLSON AND ANOTHER *v.* LOVE AND OTHERS	*C. A.*	53

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, May 1.

Bartlett v. *Collins.* Application for judgment or new trial. Allowed.
Sharp v. *Sharp & Co., Limited.* Appeal from Mathew J. Dismissed.

SATURDAY, May 2.

Deakin v. *Salt Union, Limited.* Appeal from Wills and Wright JJ. Allowed.

MONDAY, May 4.

Blaker v. *Seager.* Appeal from Hawkins J. Dismissed.
The Queen v. *Soden.* Appeal from Lawrance and Collins JJ. Dismissed.

TUESDAY, May 5.

Owners of the Comet and Others v. *Owners of S.S. Emerald.* Appeal of plaintiffs. Allowed.
Owners of No. 7 Steam Sand-pump Dredger and Others v. *Owners of the S.S. Greta Holme.* Appeal of plaintiffs. Allowed.

WEDNESDAY, May 6.

The Queen v. *Justices of London.* Appeal from Day and Lawrance JJ Dismissed.
The Queen v. *Bexley Heath Railway Company.* Appeal from Day and Lawrance JJ. Allowed.
Burkett, Monro & Co. v. *Anderson and Others.* Appeal from Kennedy J. Dismissed.

COURT II.

FRIDAY, April 24.

In re J. F. Clarke's Trade Mark. Appeal from North J. Judgment reserved.
In re Puerto Cabello and Valencia Railway Company, Limited. Appeal from Stirling J. Part heard.

SATURDAY, April 25.

In re Puerto Cabello and Valencia Railway Company, Limited. Appeal from Stirling J. Stands over.
Edwards v. *Walters.* Appeal from Kekewich J. Part heard.

WEDNESDAY, April 29.

No sitting.

THURSDAY, April 30.

Pneumatic Tyre Company, Limited v. *Caswell.* Appeal from Kekewich J. *Cur. adv. vult.*
In re Lord Ongley Ottley v. *Turner.* Appeal from Stirling J. Allowed.

FRIDAY, May 1.

In re Hemp Yarn and Cordage Company. Appeal from Vaughan Williams J. Allowed.
In re E. Franklin & Co., Limited. Appeal from Kekewich J. Allowed.
In re Lands Securities Company. Appeal from Kekewich J. Part heard.

SATURDAY, May 2.

In re Lands Securities Company, Limited. Appeal from order of Vaughan Williams J. dated the 4th of February. Dismissed.
Malcolm v. *Burford-Hancock.* Appeal from Kekewich J. Part heard.

MONDAY, May 4.

Malcolm v. *Burford-Hancock.* Appeal from Kekewich J. Dismissed.
In re Lands Securities Company, Limited. Appeal from order of Vaughan Williams J. dated the 20th of February. Allowed.
In re Stuart and Olivant and Seadon's Contract. Appeal from Stirling J. Part heard

TUESDAY, May 5.

In re Stuart and Olivant and Seadon's Contract. Appeal from Stirling J. Dismissed.
In re Wainwright. Wainwright v. *Hodgson.* Appeal from North J. Dismissed.
M. E. M. Watkins v. *W. T. P. Watkins.* Divorce. Appeal by respondent from order of President.
Same v. *Same.* By petitioner. *Cur. adv. vult.*
In re International Commercial Company. Appeal from Romer J. Part heard.

Digitized by Google

WEDNESDAY, May 6.

In re International Commercial Company. Appeal from Romer J. Stands over.

In re Army and Navy Co-operative Breweries, Limited. Appeal from Kekewich J. Dismissed.

In re Worrall. Worrall v. *Shoesmith.* Appeal from Kekewich J. Dismissed.

In re Kingston Cotton Mill Company. Appeal from Vaughan Williams J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 52 (1).

1. **BANKRUPTCY—ACT OF BANKRUPTCY**—*Notice of suspension of payment—Declaration of inability to pay—Intention to deal with creditors collectively—Notice by non-trader—Bankruptcy Act,* 1883 (*c.* 52), *s.* 4, *sub-s.* 1 (*h*). A statement made by a debtor will amount to a notice that he has suspended, or is about to suspend, payment of his debts, within the meaning of sect. 4, sub-sect. 1 (*h*), of the Bankruptcy Act, 1883, so as to constitute an act of bankruptcy, if it is in effect a statement that the debtor is unable to pay his debts, and intends to deal with his creditors collectively. Sect. 4, sub-sect. 1 (*h*), applies to non-traders as well as to traders. *In re* SCOTT. *Ex parte* SCOTT. April 30. Divisional Court (Vaughan Williams and Kennedy JJ.).

Counsel: *J. H. W. Weigall; Muir Mackenzie.* Solicitors: *Kingsford & Dorman,* for *Burrows & Weigall,* Margate; *Prior, Church & Adams,* for *Sparkes & Emery,* Ramsgate. P. B. H.

2. **BANKRUPTCY—PETITION**—*Petitioning creditor's debt—"Liquidated sum, payable either immediately or at some certain future time"—Bankruptcy Act,* 1883 (c. 52), *s.* 6, *sub-s.* 1 (*b*). A debtor, who owed 100*l.* for money lent, accepted a bill of exchange at three months for that amount and interest, and the creditor signed a letter agreeing that the bill should be renewed, provided the interest was paid from time to time. The interest on the first bill was paid, and the bill was renewed. Before the second bill became payable the debtor committed an act of bankruptcy, and the creditor presented a bankruptcy petition against him:—*Held,* that the debt of 100*l.* was "a liquidated sum, payable either immediately or at some certain future time," within the meaning of sect. 6, sub-sect. 1 (*b*), of the Bankruptcy Act, 1883, and therefore the creditor was entitled to present the petition, and a receiving order ought to be made. *In re* BARR. *Ex parte* WOLFE. May 2. Divisional Court (Vaughan Williams and Kennedy JJ.).

Counsel: *Carrington; C. E. Jones.* Solicitors: *Isadore Goldman,* for *A. V. Hammond,* Bradford; *Jacques & Co.,* for *J. H. Harrison,* Bradford. P. B. H.

3. **COUNTY COURT—JURISDICTION**—*Arrears of rent-charge—Action by trustees of charity—Prohibition—Title in question—Charitable Trusts Act,* 1853 (*c.* 137), *s.* 41—*County Courts Act,* 1888 (*c.* 43), *s.* 60. The plaintiffs, trustees of a charity, sued in the County Court to recover arrears of a rent-charge of 10*l.*, issuing out of the defendants' land. The summons referred to the Charitable Trusts Act, 1853, and leave had been obtained to proceed under that Act. On an application for a prohibition:—*Held,* that the action was not "proceedings under this Act," within the meaning of sect. 41 of the Charitable Trusts Act, 1853, and therefore the jurisdiction of the County Court was not excluded by that section:—*Held,* also, that the title which came in question, within the meaning of sect. 60 of the County Courts Act, 1888, was the title to the rent-charge, not the title to the land, and therefore the value of the hereditament in dispute did not exceed 50*l.* by the year, and the County Court had jurisdiction. BASSANO AND OTHERS *v.* BRADLEY AND OTHERS. May 4. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Bosanquet, Q.C.,* and *Hickey; A. T. Lawrence.* Solicitors: *Field, Roscoe & Co.,* for *Watts & Jobson,* Dudley; *Tucker, Lake & Lyon,* for *Docker & Tarleton,* Birmingham. P. B. H.

4. **COMPANY—PROSPECTUS**—*Misrepresentation—Shareholder—Repudiation of contract—Forfeiture of shares.* The House without hearing the respondent's counsel affirmed the decision of the Irish Court of Appeal, [1895] 2 I. R. 207, and dismissed the appeal with costs. AARON'S REEFS, LIMITED, APPS.; TWISS, RESP. April 30. H. L. (Lord Halsbury L.C., and Lords Herschell, Watson, Macnaghten, Morris and Davey).

Counsel: *Levett, Q.C.,* and *Edward Ford; Ronan, Q.C.* (Irish Bar), *Carson, Q.C.,* and *W. R. Edwardes.* Solicitors: *Chave & Chave; E. J. Bellord.* J. M. M.

5. **COMPANY—WINDING-UP**—*Contributory—Underwriting letter.* H., on the 17th of June, 1892, signed and delivered to the promoters of a company a letter agreeing that upon the public issue of its shares he would subscribe for 400 shares in consideration of a premium of 1*l.* per cent. If on the public issue of the company's prospectus the whole share issue was *bonâ fide* subscribed for by the public, no allotment was to be made to H., and in case of a partial public subscription H. was to have a *pro ratâ* allotment. The letter also contained an authority to the promoters, in the event of his not applying for the shares, to apply for them in his name, and authority to the directors to allot them to him: "This engagement is binding on me for two months from this date." The capital was offered to the public on the 20th, 21st, and 22nd of June, but very few applications were made. On the 1st of July, when the subscription list was closed and the invitation to the public had proved an almost total failure, the promoters signed at the foot of the allotment letter a memorandum dated the 1st of July accepting H.'s offer. This letter with the memorandum

Digitized by Google

and an application for shares by the promoters in H.'s name were handed to the company, and the shares were allotted to H. H. paid the moneys payable on application and allotment, received his certificates, and afterwards signed proxy papers. His name was on the register when the company went into liquidation in June, 1894. Vaughan Williams J. held, *ante* p. 17 (1), that the acceptance by the promoters came too late, that they had no authority to apply for shares in H.'s name, and that H. was not liable as a contributory.

On appeal, LINDLEY L.J. was inclined to the opinion that the acceptance was out of time, but *held* that, on the principle of *Oakes* v. *Turquand*, L. R. 2 H. L. 325, H. could not be relieved from his shares, having made no attempt to set aside the transaction till after the winding-up. LOPES and KAY L.JJ. were of opinion that the meaning of the words at the end of the letter were that the offer by H. should be open for two months, and that the promoters, therefore, had accepted in time, and had authority to apply for the shares; but if not, still H. must be held to his shares on the other ground. The decision was, therefore, reversed. *In re* HEMP YARN AND CORDAGE COMPANY. HINDLEY'S CASE. May 1. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Buckley, Q.C.*, and *W. F. Hamilton*; *Astbury, Q.C.*, and *E. C. Macnaghten*. Solicitors: *Baker, Baker & Hawes*; *Nunn & Popham*. H. C. J.

---

6. COMPANY—WINDING-UP—*Scheme of arrangement—"Discount."* In an ordinary commercial document the word "discount" means rebate of interest. The decision of Vaughan Williams J., *ante* p. 18 (2), reversed. *In re* LAND SECURITIES COMPANY. May 4. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *R. Younger*; *Kirby*. Solicitors: *Rose & Johnson*; *Ashurst, Morris, Crisp & Co.* W. W. K.

---

7. LOCAL GOVERNMENT—"STREET"—*Public place—Construction of urinals below surface—Tunbridge Wells Improvement Act*, 1890 (*c. ccxxxv.*), *s.* 93—*Public Health Act*, 1875 (*c.* 55), *ss.* 39, 149. The House without hearing the respondents' counsel affirmed the decision of the Court of Appeal, [1894] 2 Q. B. 867, and dismissed the appeal with costs. MAYOR, &c., OF TUNBRIDGE WELLS, APPS.; BAIRD AND OTHERS, RESPS. May 4. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Sir E. Clarke, Q.C.*, and *Cozens-Hardy, Q.C.* (*W. H. Upjohn* with them); *Moulton, Q.C.*, *Asquith, Q.C.*, and *J. E. C. Munro*. Solicitors: *Sole, Turner & Knight*; *Burn & Berridge*. J. M. M.

---

8. MISTAKE OF LAW—RELIEF IN EQUITY—*Divorce—Variation of settlement—Jurisdiction—Terms—Divorce and Matrimonial Causes Act*, 1857 (*c.* 85), *s.* 45—*Divorce and Matrimonial Causes Act*, 1859 (*c.* 61), *s.* 5—*Married woman—Disposition of real and personal estate—Fines and Recoveries Act* (3 & 4 *Will.* 4, *c.* 74), *ss.* 1, 77—*Malins' Act* (20 & 21 *Vict. c.* 57). By a post-nuptial settlement dated the 12th of June, 1877, certain property of the wife was settled upon trusts for the benefit of the husband and wife and the issue of the marriage; and the settlement contained covenants by the husband and wife for the settlement of the wife's after-acquired property. In November, 1893, upon the petition of the husband, the marriage was dissolved on the ground of the adultery of the wife. In December, 1893, the husband presented a petition to the Divorce Court for variation of the settlement, setting out the funds subject to the trusts thereof; and the wife by her answer to the petition admitted the allegations as to such property. On the 24th of April, 1894, a consent order was made on the petition varying the settlement by directing payment of certain annual sums to the husband and the only child of the marriage. The wife, having married the co-respondent in the divorce proceedings, brought an action for a declaration that certain property which upon the petition for variation had been assumed by all parties to be bound by the settlement was not so bound. The Court, being of opinion that the property in question was not included in the settlement, and that the terms of the order for variation had been agreed to by the parties under a common mistake of law, granted relief to the plaintiff, but upon the terms that any application to the Divorce Court, under sect. 45 of the Act 20 & 21 Vict. c. 85, for a further settlement upon the husband and child of the marriage, should be dealt with by that Court in all respects as if such application had been made before the 24th of April, 1894, and were being considered by the Court on that day.

An interest in real estate which devolved upon a married woman upon the intestacy of her father, who was living at the date of a deed executed by her under the Fines and Recoveries Act, was held not to be at that date an "estate" in land within the meaning of sect. 77 of that Act; and interests in personal estate to which she became entitled under the will of a testator, also living at the date of the deed, were held not to be at that date "future interests" of which she could dispose under the provisions of Malins' Act. ALLCARD *v.* WALKER. May 2. Stirling J.

Counsel: *Cozens-Hardy, Q.C.*, and *Ashworth James*; *Hastings, Q.C.*, and *H. Terrell*; *Buckley, Q.C.*, and *A. dB. Terrell*. Solicitors: *Seaton F. Taylor*; *Mander & Watson*; *B. H. van Tromp* G. A. S.

---

9. PARLIAMENT—FRANCHISE—*Registration—Revising barrister closing list.* Decision of Divisional Court, [1896] 1 Q. B. 499, affirmed. THE QUEEN *v.* SODEN. May 4. C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J.).

Counsel: *Mattinson, Q.C.*, and *Sylvain Mayer*; *William Graham*. Solicitors: *A. Scott Lawson*, for *Walter & E. H. Foster*, Leeds; *Hickin, Smith & Capel Cure*. E. L.

---

10. PENALTY—LANDLORD AND TENANT—*Lease of farm—Covenant not to sell off hay and straw.* Where a lease of a farm contained a covenant by the lessee not to sell hay or straw off the premises during the last twelve months of the term, and provided that an additional rent of 3*l.* per ton should be payable "by way of penalty" for every ton of hay and straw so sold, and it appeared that there was a substantial difference between the manurial value of hay and straw:—*Held*, that the sum so made payable was a penalty and not liquidated damages. WILLSON AND ANOTHER *v.* LOVE AND OTHERS. April 28, 30.

Digitized by Google

C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J., the latter doubting).

Counsel: *Forbes, Q.C.*, and *H. Manisty*; *Channell, Q.C.*, and *Meek*. Solicitors: *Wilmer & Reeves*, for *A. W. Granger*, Durham; *Cunliffes & Davenport*, for *J. G. Wilson, Ornsby & Cadle*, Durham. E. L.

---

11. POOR-RATE—EXEMPTION—*Society instituted for purposes of the Fine Arts exclusively—"Voluntary contributions"—6 & 7 Vict.* (*c.* 36), *s.* 1. The House after consideration reversed the decision of the Court of Appeal, [1894] 2 Q. B. 609, upon the ground that the payments by members of the Art Union were not "voluntary contributions" within the meaning of the Act. OVERSEERS OF THE SAVOY, APPS.; ART UNION OF LONDON, RESPS. May 5. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Shand).

Counsel: *Sir E. Clarke, Q.C.*, and *Haldinstein*; *Sir R. T. Reid, Q.C.*, and *L. S. Bristowe*. Solicitors: *B. H. & E. Van Tromp*; *Hopgoods & Dowson*. J. M. M.

---

12. PROMISSORY NOTE—ON DEMAND—*Maturity—Renunciation—Delivery to devisee of acceptor—Bills of Exchange Act*, 1882 *c.* 61), *ss.* 62, 89. A promissory note payable on demand is at maturity immediately upon its being made, and may be discharged by renunciation under the Bills of Exchange Act, 1882. The delivery of it to a devisee of the acceptor who had for some years paid interest on it:—*Held*, not to be a delivery "to the acceptor" so as to dispense with the renunciation being in writing. Judgment of Kekewich J., *ante* p. 15, affirmed. EDWARDS *v.* WALTERS. April 28. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Renshaw, Q.C.*, and *W. D. Rawlins, Q.C.*; *Bramwell Davis, Q.C.*, and *Griffiths Jones*. Solicitors: *Robbins, Billing & Co.*, for *C. Owen*, Pwllheli; *Minshall, Parry-Jones & Co.*, for *Smith & Davies*, Aberystwith. H. C. J.

---

13. REVENUE—INCOME TAX—*Trade exercised within United Kingdom—Assessment in name of agents—"Factor, agent, or receiver having the receipt of profits or gains"—Income Tax Act*, 1853 (*c.* 34), *Schedule D.—Income Tax Act*, 1842 (*c.* 35), *ss.* 41–44. The House after consideration reversed the decision of the Court of Appeal, [1895] 1 Q. B. 71, with costs, on the ground that Roederer was not a person exercising a trade within the United Kingdom within the Income Tax Acts. Their Lordships did not decide whether the appellants were his "agents" within sect. 41 of the Income Tax Act, 1842, c. 35. GRAINGER, APP.; GOUGH, RESP. May 1. H. L. (Lords Herschell, Watson, Macnaghten and Davey, Lord Morris dissenting).

Counsel: *Asquith, Q.C., Pyke, Q.C.*, and *R. M. Bray*; *Sir R. Finlay, S.-G.*, and *Danckwerts* (*Sir R. T. Reid, Q.C.*, with them). Solicitors: *Irvine, Hodges & Borrowman*; *Solicitor for Inland Revenue*. J. M. M.

---

14. SOLICITOR—COSTS—*Taxation—Costs of taxation.* The solicitors of a lessor, who had been employed in the granting of a lease, wrote on the 24th of December to the lessee's solicitors that their charges in relation to the lease amounted to 7*l.* 11*s.* On the 1st of January the lessee's solicitors wrote asking for particulars of the charges. In reply the lessor's solicitors on the 2nd of January sent a bill with detailed items, amounting to 10*l.* 10*s.* 8*d.*, adding at the foot "Say 7*l.* 11*s.*" The lessee obtained an order to tax the bill, and on the taxation the whole of the 7*l.* 11*s.* was allowed:—*Held*, affirming the decision of the taxing master, that the bill was delivered on the 24th of December; that the bill sent on the 1st of January was merely explanatory; and that, the bill not having been reduced on taxation, the solicitors must pay the costs of the taxation. *In re* HELLARD. April 30. North J.

In re Tilleard, 32 Beav. 476, followed.

Counsel: *F. Thompson*; *Upjohn*. Solicitors: *Law & Worsson*; *Bell, Brodrick & Gray*. W. L. C.

---

15. VOLUNTEER CORPS—POWER TO MAKE RULES—*Volunteer Act*, 1863 (*c.* 65), *s.* 24. By sect. 24 of the Volunteer Act, 1863, "The officers and volunteers belonging to a volunteer corps may from time to time make rules for the management of the property, finances, and civil affairs of the corps." A volunteer corps made the following rule: "Any . . . member of the corps who shall fail to make himself efficient and to earn the Government capitation grant . . . shall pay to the funds of the corps a sum equal to the amount of Government capitation grant which he has in consequence failed to earn."

Held, that the section gave no authority to make such a rule, and that it was therefore bad. REG. *v.* LEWIS AND MOSS. May 1. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Bailhache*. Solicitors: *Ince, Colt & Ince*, for *Arthur Rees*, Cardiff. A. P. P. K.

---

16. WILL—CONSTRUCTION—*Gift of sum of money—Trust for investment during life tenancy, and for subsequent conversion—Legacies out of proceeds of sale—Gift whether of specific or aliquot parts of fund.* The decision of Stirling J., *ante* p. 31 (11), reversed. *In re* LORD ONGLEY. OTTLEY *v.* TURNER. May 2. C. A. (Lindley, Lopes and Kay L.JJ.)

Counsel: *Dundas Gardiner*; *E. Beaumont*. Solicitors: *L. V. Amos*; *Shoubridge & May*. W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CLYDESDALE BANK AND SCOTT, APPS.; PATON, RESP.	*H. L.*	57
HEARD *v.* HEARD	*Jeune Pres. and Gorell Barnes J.*	57
HILL (TRUSTEE OF LORD) *v.* ROWLANDS	*Vaughan Williams J.*	56
HORNER, *In re.* FOOKS *v.* HORNER	*Chitty J.*	56
KNIGHT *v.* SIMMONDS	*C. A.*	56
PRACTICE DIRECTION	*Vaughan Williams J.*	56
REES, IN THE GOODS OF	*Gorell Barnes J.*	57
REG. *v.* BEXLEY HEATH RAILWAY COMPANY	*C. A.*	58
REG. *v.* JUSTICES OF LONDON	*C. A.*	57
SADLER *v.* GREAT WESTERN RAILWAY COMPANY	*H. L.*	57
SOUTH STAFFORDSHIRE WATERWORKS COMPANY *v.* SHARMAN	*Div. Ct.*	57
STAPLES *v.* EASTMAN PHOTOGRAPHIC MATERIALS COMPANY	*C. A.*	57
STUART AND OLIVANT AND SEADON'S CONTRACT, *In re*	*C. A.*	58
WARD, *In re*	*C. A.*	58
WATSON *v.* WHITE	*Div. Ct.*	56
WEST HAM UNION (ASSESSMENT COMMITTEE OF), APPS.; JUSTICES OF ESSEX AND LONDON COUNTY COUNCIL, RESPS.	*H. L.*	57

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

THURSDAY, May 7.

Kruger v. *Jackson.* Appeal from Vaughan Williams J. *Cur. adv. vult.*

General Insurance Company, Limited, of Trieste v. *Miller and Others.* Appeal from Mathew J. Part heard.

FRIDAY, May 8.

In re Ahrens. Appeal from Mr. Registrar Giffard. Dismissed.

General Insurance Company, Limited, of Trieste v. *Miller and Others.* Appeal from Mathew J. Part heard.

Leo Steamship Company, Limited v. *Shipowners' Syndicate.* Appeal from Mathew J. Part heard.

MONDAY, May 11.

General Insurance Company, Limited, of Trieste v. *Miller and Others.* Appeal from Mathew J. Dismissed.

Leo Steamship Company, Limited v. *Shipowners' Syndicate.* Appeal from Mathew J. Dismissed.

Saunders v. *Wright.* Appeal from Kennedy J. Dismissed.

TUESDAY, May 12.

In re an Arbitration between Meadows and Another and Kenworthy. Appeal from Cave J. *Cur. adv. vult.*

Turner v. *Bowley & Son.* Application for judgment or new trial. Allowed.

Carr v. *Barrow.* Application for judgment or new trial. Dismissed.

Yarde-Buller v. *Duncan & Co.* Application for judgment or new trial. Part heard.

WEDNESDAY, May 13.

Yarde-Buller v. *Duncan & Co.* Application for judgment or new trial. Dismissed.

Salter & Co. v. *Rich.* Application for judgment or new trial. Dismissed.

Marr v. *Butter Knowle Colliery Company.* Appeal from Wright J. Dismissed.

Robertson & Co. v. *Corry & Co.* Appeal from Mathew J. Dismissed.

THURSDAY, May 14.

Nourse v. *Liverpool Sailing Shipowners &c. Association.* Appeal from Mathew J. Dismissed.

Deutsch, Schlesinger & Co. v. *Harris & Cohen.* Appeal from Lord Chief Justice of England. Part heard.

COURT II.

THURSDAY, May 7.

In re Kingston Cotton Mill Company, Limited. Appeal from Vaughan Williams J. Part heard.

FRIDAY, May 8.

In re Kingston Cotton Mill Company, Limited. Appeal from Vaughan Williams J. Judgment reserved.

In re Ward, a Solicitor. Appeal from North J. Dismissed.

Knight v. *Simmonds.* Appeal from Romer J. Part heard.

SATURDAY, May 9.

No Sitting.

MONDAY, May 11.

In re Clarke's Design. Appeal from North J. Allowed.

Pneumatic Tyre Company v. *Caswell.* Appeal from Kekewich J. Allowed.

Knight v. *Simmonds.* Appeal from Romer J. Dismissed.

Etherington v. *Big Blow Gold Mines, Limited.* Appeal from Kekewich J. Part heard.

TUESDAY, May 12.

Etherington v. *Big Blow Gold Mines, Limited.* Appeal from Kekewich J. Dismissed.

Lee v. *Campbell.* Appeal from President of Probate Division. Settled.

In re Carew. Carew v. *Carew.* Appeal from Stirling J. Part heard.

Digitized by Google

WEDNESDAY, May 13.

Field v. *Debenture Corporation.* Appeal from North J. No order made, North J. assenting to a proposal to expedite the trial of the action.

In re Carew. Carew v. *Carew.* Appeal from Stirling J. Judgment reserved.

Staples v. *Eastman Photographic Materials Company.* Appeal from Chitty J. Allowed.

In re Hardaway and Marshall's Contract. Appeal from North J. Part heard.

CORRECTION.

In re HELLARD.

In the note of this case (*ante* p. 54 (14)) the words "the solicitors must *pay* the costs of the taxation" should be "the solicitors must *have* the costs of the taxation." W. L. C.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 56 (1).

1. BANKRUPTCY — ACT OF BANKRUPTCY — *Non-trader — Letter to a creditor—Notice of intention to suspend payment—Bankruptcy Act,* 1883 (*c.* 52), *s.* 4, *sub-s.* 1 (*h*). Judgment creditors of H., who was in money difficulties, were pressing for payment. He offered them a second mortgage on certain estates, which would give them ample security. They declined, being under the impression that they could obtain payment by levying execution; and on the 4th of June, 1894, H.'s solicitors wrote the judgment creditors—"as promised we send you herewith statement shewing income and expenditure and the amount of mortgages on the estates. We think it well to repeat what we stated to you at our interview that a receiving order will be applied for immediately execution is issued." On the 18th of July, 1894, execution was levied, and the next day H. presented his own petition, on which a receiving order was made and adjudication followed. Between the 4th of June and the 11th of July, H.'s solicitors received about 3000*l.*, rents of his estates, which under his instructions they *bonâ fide* paid away to various creditors. The trustee in bankruptcy claimed payment of the 3000*l.* from the solicitors on the ground that the letter of the 4th of June was an act of bankruptcy, and that his title related back to that date:—*Held,* that under the circumstances the letter was not equivalent to a notice by H. that he was about to suspend payment of his debts, and therefore it was not an act of bankruptcy. TRUSTEE OF LORD HILL *v.* ROWLANDS. May 9. Vaughan Williams J.

Counsel: *Muir Mackenzie* and *A. J. David; Channell, Q.C., W. Graham,* and *Rowlands.* Solicitors: *Pritchard, Englefield & Co.; Stibbard, Gibson & Co.* H. L. F.

2. COMPANY — WINDING-UP — *Proxy — Joint Stock Companies Arrangement Act,* 1870 (*c.* 104). Proxy papers to be used at meetings to consider schemes of arrangement under the Act of 1870 should follow the office-form settled by the judge, which empowers the proxy "to vote for me, and in my name [blank] the said scheme, either with or without modification as my proxy may approve," and contains opposite the blank a marginal note as follows: "If for, insert 'for.' If against, insert 'against,' and strike out the words after 'scheme' and initial such alterations." PRACTICE DIRECTION. May 8. Vaughan Williams J.

Counsel: *Kirby.* Solicitors: *Ashurst, Morris, Crisp & Co.* F. E.

3. COUNTY COURT—JURISDICTION—*Neglect to levy—Action against high bailiff—County Courts Acts,* 1888 (*c.* 43), *ss.* 35, 43, 49. An action will lie to recover damages against the high bailiff of a county court, at the suit of a party aggrieved by his neglect in the performance of his duties as high bailiff, notwithstanding the provisions of sect. 49 of the County Courts Act, 1888, enabling the county court judge, in such cases, to order the high bailiff to pay damages to the party aggrieved. WATSON *v.* WHITE. May 8. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Poley; Lochnis.* Solicitors: *M. Webb & Sons; Aldous & Welfare.* P. B. H.

4. COVENANT — BUILDING SCHEME — *Residential estate—Trade prohibited—Trivial breaches—Acquiescence—Laundry—Injunction.* The defendant appealed from the decision of Romer J., *ante* p. 22; [1896] 1 Ch. 653:—*Held,* that though the Court will refuse equitable relief on a restrictive covenant where owing to circumstances occurring since it was entered into the object for which it was entered into cannot be attained, as in *Duke of Bedford* v. *British Museum,* 2 My. & K. 552, there was no rule that if a restrictive covenant for the preservation of a building estate was not enforced in every case it could not be enforced in any; that here the covenants had been generally observed, and there had been no material departure from the scheme originally settled, and that an injunction to enforce the covenant had been rightly granted. KNIGHT *v.* SIMMONDS. May 11. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Eve, Q.C.,* and *Macnaghten; Astbury, Q.C.,* and *R. M. Bray.* Solicitors: *J. Bartlett; Jenkins, Baker & Co.* H. C. J.

5. COVENANT TO PAY A SUM OF MONEY—INTEREST—3 & 4 *Wm.* 4, *c.* 42, *s.* 28. Covenant by a testator that his executors or administrators shall pay a sum of money within six months after his death is within sect. 28 of 3 & 4 Wm. 4, c. 42, and in case of default in payment at the time named (the time fixed for payment being a time certain) the sum carries interest from the time named. *In re* HORNER. FOOKS *v.* HORNER. May 13. Chitty J.

Knapp v. *Burnaby,* 9 W. R. 765, followed.

Counsel: *Stewart Smith; Adams.* Solicitors: *Adams Beck; Devonshire, Monkland & Co.* G. M.

Digitized by Google

6. **DETINUE—PROPERTY BY FINDING**—*Article found in private pool.* The defendant was employed by the plaintiffs to clean out a pool which was their property. While so doing he found two gold rings, and on his refusal to give them up to the plaintiffs they sued him in detinue:—*Held*, that the plaintiffs were entitled to recover, since there was a presumption that they were in possession of all articles found on their property. SOUTH STAFFORDSHIRE WATERWORKS COMPANY *v.* SHARMAN. May 12. Divisional Court (Lord Russell of Killowen C.J. and Wills J.).

Counsel: *William Wills; Disturnal.* Solicitors: *Burton, Yeates & Hart*, for *Johnsons, Barclay & Rogers*, Birmingham; *Nelson & Sons*, for *H. S. Chinn*, Lichfield. A. P. P. K.

---

7. **EVIDENCE—REPRESENTATIONS AS TO CREDIT.** By the 6th section of the Mercantile Law (Scotland) Amendment Act, 1856 (19 & 20 Vict. c. 60) following sect. 6 of 9 Geo. 4, c. 14 (England and Ireland), it is provided that "all representations and assurances as to the . . . credit . . . of any person made . . . for the purpose of enabling such person to obtain credit, money or goods . . . shall be in writing and shall be subscribed by the person . . . making such representations and assurances or by some person duly authorized by him, otherwise the same shall have no effect." The pursuer averred that the defenders' agent in pursuance of a fraudulent scheme verbally assured the pursuer—(1) that D., R. & Co. were in a thoroughly sound condition financially; (2) that the sum due to the defenders was very trifling; (3) that D., R. & Co. had made up the losses which they had sustained; (4) that no portion of the proceeds of any acceptance by the pursuer would be applied in extinction of the defenders' debt; and that, relying on these assurances, the pursuer granted acceptances to D., R. & Co., which he had eventually to pay—D., R. & Co. becoming bankrupt. The House, reversing the decision of the Second Division of the Court of Session, 23 Ct. Sess. Cas. 4th Series (Rettie), 38:—*Held*, that on the first three allegations no cause of action was shewn, for even if a fraudulent scheme to obtain the acceptances could be proved, the effect of the statute could not be avoided; and as to the fourth averment treating it as defenders' agreement—though time was given to the pursuer—no case was shewn in his further allegations handed in. CLYDESDALE BANK AND SCOTT, APPS.; PATON, RESP. May 12. H. L. (Lord Halsbury L.C., and Lords Herschell, Watson, Morris, Shand and Davey).

Counsel: *The Lord Advocate* (*A. Graham Murray, Q.C.*), and *Ure* (with them *King*) (all of the Scottish Bar); *Balfour, Q.C.* (of the Scottish Bar), *Sir R. Reid, Q.C.*, and *Robertson, Q.C.* Solicitors: *Murray, Hutchins, Stirling & Murray*, for *Ronald & Ritchie, S.S.C.*, Edinburgh; *W. Robertson & Co.*, for *J. Smith Clark, S.S.C.*, Edinburgh.

G. J. W.

---

8. **HUSBAND AND WIFE—DESERTION**—*Summary Jurisdiction (Married Women) Act*, 1895 (*c.* 39), *s.* 4. Desertion of a married woman by her husband is a continuing act within the meaning of sect. 4 of the Summary Jurisdiction (Married Women) Act, 1895; an application by the wife for an order under that section need not therefore be made within six months of the commencement of the desertion. HEARD *v.* HEARD. May 5. Jeune Pres. and Gorell Barnes J.

Counsel: *Beddall; Duke.* Solicitors: *Booth*, for *Doe & Lawman*, Great Torrington; *Church, Rendell & Todd*, for *Seldon*, Barnstaple. W. J. B.

---

9. **NUISANCE—DISTINCT CAUSES OF ACTION**—*Joinder of defendants—Rules of the Supreme Court, Order* XVI, *r.* 4. Judgment of A. L. Smith L.J. and decision of the Court of Appeal, [1895] 2 Q. B. 688, affirmed without hearing the respondents' counsel and appeal dismissed with costs. SADLER *v.* GREAT WESTERN RAILWAY COMPANY. May 11. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Shand and Davey).

Counsel: *Warmington, Q.C.*, and *Chester Jones* (*Russell Roberts* with them); *Asquith, Q.C.*, and *Hon. Alfred Lyttelton.* Solicitors: *Kennedy, Hughes & Kennedy; R. R. Nelson.*

J. M. M.

---

10. **POOR-RATE—APPEAL**—*Assessment committee as respondents—Consent of guardians of union—Costs of respondents—Union Assessment Committee Amendment Act*, 1864 (*c.* 39), *s.* 2. Decision of the Court of Appeal, [1895] 1 Q. B. 38, affirmed without hearing the respondents' counsel and appeal dismissed with costs. ASSESSMENT COMMITTEE OF WEST HAM UNION, APPS.; JUSTICES OF ESSEX AND LONDON COUNTY COUNCIL, RESPS. May 7. H. L. (Lord Halsbury L.C., and Lords Herschell and Davey).

Counsel: *Jelf, Q.C.*, and *E. Morten; Bosanquet, Q.C.*, and *A. Wedderburn.* Solicitors: *F. E. Hilleary; W. A. Blaxland.*

J. M. M.

---

11. **POOR-RATE—VALUATION LIST**—*Appeal—Clerk of assessment committee—Right of audience—Valuation (Metropolis) Act*, 1869 (*c.* 67), *ss.* 27, 62. The provision in sect. 62 of the Valuation (Metropolis) Act, 1869, that on an appeal against a valuation list "An assessment committee may appear by their clerk," does not give the clerk a right to be heard in Court on their behalf for the purpose of consenting to an alteration in the list. THE QUEEN *v.* JUSTICES OF LONDON. May 6. C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J.).

Counsel: *T. Willes Chitty; Sir E. Clarke, Q.C.*, and *Avory.* Solicitors: *A. M. Bramall; E. W. Beal.* E. L.

---

12. **PRACTICE—ADMINISTRATION**—*Assignment of administration bond—Court of Probate Act*, 1857 (*c.* 77), *s.* 83. An application for the assignment of an administration bond should be made to a registrar. IN THE GOODS OF REES. May 11. Gorell Barnes J.

Counsel: *R. H. Pritchard.* Solicitors: *Preston, Stow & Preston.* H. D. W.

---

13. **PREFERENCE SHARES—CUMULATIVE DIVIDEND**—*Payment out of net profits of each year.* The memorandum of association of a company contained this clause: "The capital of the company is 150,000*l.* divided into 10,000 ordinary shares of 10*l.*

Digitized by Google

each, and 5000 preference shares of 10*l.* each. The holders of preference shares shall be entitled out of the net profits of each year to a preference dividend at the rate of 10*l.* per cent. per annum on the amounts for the time being paid up or deemed to be paid up thereon. After payment of such preferential dividend the holders of ordinary shares shall be entitled to a like dividend at the rate of 10*l.* per cent. per annum on the amount paid or deemed to be paid on such ordinary shares. Subject as aforesaid, the preference and ordinary shares shall rank equally for dividend":—*Held*, reversing the decision of Chitty J., that the preference shareholders were not entitled to a cumulative dividend of 10*l.* per cent. so as to have the deficiency in one year paid out of the profits of a subsequent year before paying anything to the ordinary shareholders. STAPLES *v.* EASTMAN PHOTOGRAPHIC MATERIALS COMPANY. May 13. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Buckley, Q.C., Levett, Q.C.*, and *Kerly; Latham, Q.C.*, and *Gatey; C. Lyttelton Chubb.* Solicitors: *Kerly, Son & Verden; Young & Sons; Barraud, Regge & Jupp.* H. C. J.

---

14. RAILWAY—FOOTPATH—*Bridge, obligation to construct—Railways Clauses Consolidation Act*, 1845 (*c.* 20), *s.* 46. Where the line of a railway crossed a public footpath and the special Act contained no provision for a bridge:—*Held*, that the company were not bound under sect. 46 of the Railways Clauses Consolidation Act, 1845, to carry the footpath over the railway or the railway over the footpath by means of a bridge. THE QUEEN *v.* BEXLEY HEATH RAILWAY COMPANY. May 6. C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J.).

Counsel: *Farwell, Q.C.*, and *E. Boyle; Macmorran, Q.C.*, and *Hohler.* Solicitors: *Dollman & Pritchard; Pyke & Parrott*, for *J. & J. C. Hayward*, Dartford. E. L.

---

15. SOLICITOR—COSTS—*Taxation—Taxation of one of several bills—Order of Course.* In a case noted *ante*, p. 34 (7), the solicitor appealed. Before notice of motion to discharge the order for taxation was given, the client's solicitor had written to the solicitor stating that all the bills except the one in question had been approved and paid. The C. A. (Lindley, Lopes and Kay L.JJ.) dismissed the appeal. *In re* WARD. May 8.

Counsel: *Cordery; A. Beddall.* Solicitors: *R. H. Ward; G. B. Crook.* H. C. J.

---

16. VENDOR AND PURCHASER—CONTRACT FOR SALE—*Production of documents not in the vendor's possession—Conveyancing and Law of Property Act*, 1881 (*c.* 41), *s.* 3, *sub-s.* 6. Unless the contract for sale contains provisions inconsistent with sect. 3, sub-sect. 6, of the Conveyancing and Law of Property Act, 1881, the expense of searching for all documents not in the vendor's possession and required by the purchaser for the purpose of verifying the abstract, not excepting even the deed (*e.g.* an underlease) which is the root of the vendor's title, must be borne by the purchaser. The decision of Stirling J. affirmed. *In re* STUART AND OLIVANT AND SEADON'S CONTRACT. May 5. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Eady, Q.C.*, and *Stewart Smith; Elgood.* Solicitors: *Layton, Sons & Lendon; G. D. S. Olivant.* W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BLAIR AND OTHERS, APPS.; ASSETS COMPANY, RESPS.	*H. L.*	62
CAREW, *In re.* CAREW *v.* CAREW	*C. A.*	62
COTTON, APP.; VOGAN & CO., RESPS.	*H. L.*	60
DE HOGHTON, *In re.* DE HOGHTON *v.* DE HOGHTON	*Stirling J.*	61
FOSTER, APP.; FYFE AND ANOTHER, RESPS.	*Div. Ct.*	61
HANCOCK, *In re.* MALCOLM *v.* HANCOCK	*C. A.*	61
JONES *v.* JONES	*Gorell Barnes J.*	60
KINGSTON COTTON MILL COMPANY, *In re*	*C. A.*	60
LLOYD AND NORTH LONDON RAILWAY COMPANY, *In re*	*Stirling J.*	61
LONDON COUNTY COUNCIL *v.* CHURCHWARDENS AND OVERSEERS OF LAMBETH	*C. A.*	61
MACKENZIE AND OTHERS *v.* COUNTESS OF CROMARTIE AND DUKE OF DEVONSHIRE AND OTHERS	*H. L.*	62
MORAN *v.* PLACE	*C. A.*	61
NOURSE *v.* LIVERPOOL SAILING SHIPOWNERS' MUTUAL PROTECTION AND INDEMNITY ASSOCIATION	*C. A.*	60
PORTLAND URBAN DISTRICT COUNCIL AND TILLEY & CO., *In re* AN ARBITRATION BETWEEN THE	*Div. Ct.*	61
RHYMNEY IRON COMPANY *v.* FOWLER	*Div. Ct.*	62
SHARLAND, *In re.* KEMP *v.* ROZEY	*C. A.*	62
TODD'S DIVORCE BILL. SCOVELL'S DIVORCE BILL	*H. L.*	60
WATKINS, *In re*	*C. A.*	61
WEST HAM UNION (GUARDIANS OF), APPS.; CHURCHWARDENS, &c., OF ST. MATTHEW, BETHNAL GREEN, RESPS.	*H. L.*	61
YOUNG *v.* SOUTH AFRICAN AND AUSTRALIAN EXPLORATION AND DEVELOPMENT SYNDICATE	*Kekewich J.*	60

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, May 15.

In re Hastings. Ex parte the Debtor. Appeal from Mr. Registrar Linklater. Dismissed.

Deutsch, Schlesinger & Co. v. *Harris & Cohen.* Appeal from the Lord Chief Justice. Dismissed.

No. 18.—1896.

Neville, Abrahams & Co. v. *Harris & Cohen.* Appeal from the Lord Chief Justice. Dismissed.

Bevan v. *Chambers.* Appeal from Day and Wright JJ. Dismissed.

SATURDAY, May 16.

London County Council v. *Churchwardens, &c., of the Parish of Lambeth.* Appeal from Pollock B. and Wright J. Allowed.

MONDAY, May 18.

Williams and Another v. *St. Alphonse.* Appeal from Kennedy J. Allowed.

Whiteley v. *Edwards.* Appeal from Kennedy J. Part heard.

TUESDAY, May 19.

Whiteley v. *Edwards.* Appeal from Kennedy J. Dismissed.

Peebles v. *Oswaldtwistle Urban District Council.* Appeal from Kennedy J. Dismissed.

Salisbury, Jones & Bidwell v. *Heindorff & Co. and Others.* Appeal from Day J. Dismissed.

O'Connell Bros. v. *J. Feeley, Limited.* Appeal from the Lord Chief Justice and Wright J. Dismissed.

THURSDAY, May 21.

Jasep. Owners, Masters and Crew of the City of London v. *Owners of Jasep and Freight.* Appeal from the President. Dismissed.

Gibson v. *Andrews.* Appeal from Day J. Dismissed.

In re an Arbitration between Guernsey Steam Towing and Trading Company v. *Steam Tug and Trawlers' Mutual Protecting and Indemnity Association.* Appeal from Kennedy J. Allowed.

COURT II.

THURSDAY, May 14.

In re Hardaway and Marshall's Contract. Appeal from North J. Dismissed.

Moran v. *Place* (Probate). Appeal from Gorell Barnes J. Dismissed.

Carter v. *Dove* (Probate). Appeal from Mathew J. Part heard.

FRIDAY, May 15.

Carter v. *Dove* (Probate). Appeal from Mathew J. Dismissed.

In re House and Investment Trust, Limited. Appeal from Romer J. Allowed.

MONDAY, May 18.

In re Watkins, F. L. (Lunacy matter). *Cur. adv. vult.*

In re Sharland. Kemp v. *Rozey.* Appeal from North J. Allowed on one point; dismissed on another.

Rudd v. *James.* Appeal from Kekewich J. Part heard.

TUESDAY, May 19.

In re Watkins, F. L. (Lunacy matter). Application refused.

In re Kingston Cotton Mill Company. Appeal from Vaughan Williams J. Judgment delivered and appeal allowed.

In re Carew. Carew v. *Carew.* Appeal from Stirling J. Judgment delivered and appeal dismissed.

Rudd v. *James.* Appeal from Kekewich J. *Cur. adv. vult.*

WEDNESDAY, May 20.

No Sitting.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 60 (1).

1. **COMPANY—RESOLUTION**—*Declaration of chairman—"Conclusive evidence"—Companies Act*, 1862 (*c.* 89), *s.* 51. Sect. 51 of the Companies Act, 1862, which provides that at a meeting of a company the declaration of the chairman that a resolution has been carried "shall be deemed conclusive evidence of the fact," does not preclude a member of the company from disputing the fact by legal proceedings raising the question whether the provisions of the Act have been complied with. YOUNG *v.* SOUTH AFRICAN AND AUSTRALIAN EXPLORATION AND DEVELOPMENT SYNDICATE. May 8. Kekewich J.

Counsel *Warrington, Q.C.*, and *Lavington*; *Renshaw, Q.C.*, and *T. L. Wilkinson*. Solicitors: *T. M. Richards*; *Venning, Sons & Co.* G. I. F. C.

2. **COMPANY — WINDING-UP** — *Auditors — Payment of dividends where no profits—Companies (Winding-up) Act*, 1890 (*c.* 63), *s.* 10. Where an officer of a company has committed a breach of his duty to the company by the direct consequence of which its assets have been misapplied, this is a "misfeasance" within the meaning of the Companies (Winding-up) Act, 1890, s. 10, and the liquidator may proceed against him summarily under this section, and is not obliged to bring an action. An auditor is an officer of the company whose duty it is to examine the books, ascertain that they are right, and to prepare a balance-sheet shewing the true financial position of the company; and if he does not exercise a reasonable amount of care and skill he is liable; but he is not bound to be suspicious if there is nothing to arouse suspicion:—*Held*, therefore, reversing the decision of Vaughan Williams J., [1896] 1 Ch. 331, that an auditor was not liable because he had relied on a statement signed by the managing director in the stock journal as to the value of the stock-in-trade at the end of the year, though a comparison of the books would have shewn that, having regard to the cotton bought during the year and the quantities of yarn sold during the year the value at the end was so large as to excite suspicion and demand inquiry, and such inquiry would have led to the discovery that the value was untruly given; for that it being no part of the duty of auditors to take stock, there was no want of reasonable care in not making such a comparison of the books for the purpose of testing the managing director's certificate where there was nothing to cause suspicion. *In re* KINGSTON COTTON MILL COMPANY. May 19. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Haldane, Q.C., Swinfen Eady, Q.C.*, and *Eve, Q.C.*; *Cozens-Hardy, Q.C., W. D. Rawlins, Q.C.*, and *Marshall Hall*. Solicitors: *Collyer-Bristow, Russell, Hill & Co.*; *Robbins, Billing & Co.* H. C. J.

3. **DIVORCE—CONDUCT CONDUCING TO ADULTERY.** Neither a hastily expressed wish that the wife should go and live with her eventual seducer: nor the husband refusing absolutely an allowance to support his wife unless she returns to live with him or some of her relations ready and willing to take her, is in either case conduct conducing to adultery.

1st Case. TODD'S DIVORCE BILL. May 19. H. L. (Lords Halsbury L.C., and Lords Watson, Herschell, Davey and Shand).

Counsel: *Greig*. Solicitors: *Holmes, Greig & Greig*, for *Elliott & McNeill*, Dublin.

2nd Case. SCOVELL'S DIVORCE BILL.

Counsel: *Inderwick, Q.C.*, and *A. W. Samuels, Q.C.* (English and Irish Bar). Solicitors: *Prior, Church & Adams*, for *Robert William Peebles*, Dublin; *Rooper & Whately*, for *Crawford & Lockhart*, Belfast. G. J. W.

4. **DIVORCE—PRACTICE**—*Leave to proceed without making a co-respondent—Matrimonial Causes Act*, 1857 (*c.* 35), *s.* 28. Application for leave to proceed without making a co-respondent.

It appeared that the respondent had confessed to adultery with two men, whose names she mentioned, and one of whom she said was the father of her child; and that the evidence on which the petitioner proposed to rely was mere proof of this confession, of the birth of the child, and of non-access, as he alleged that he was unable to prove adultery against either of the men named.

THE COURT reviewed all the cases and laid down this rule: "When the relief sought against the respondent is on the ground of adultery alleged to have been committed with a man whose name and identity are known, and who is alive, the petitioner must make such person a co-respondent, and that the Court ought not to excuse him so doing merely because he finds that he cannot obtain evidence which will prove his case against the co-respondent." JONES *v.* JONES. May 16. Gorell Barnes J. (with the assent of Jeune Pres.).

Counsel: *Priestley*. Solicitors: *Field, Roscoe & Co.* H. D. W.

5. **INSURANCE, MARINE—LIFE SALVAGE**—*Lloyd's policy*. Life salvage paid by a shipowner under the Merchant Shipping Act, 1894 (c. 60), s. 544, is not recoverable upon a Lloyd's policy. NOURSE *v.* LIVERPOOL SAILING SHIPOWNERS' MUTUAL PROTECTION AND INDEMNITY ASSOCIATION. May 14. C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J.).

Counsel: *Sir Walter Phillimore* and *L. Batten*; *Joseph Walton, Q.C.*, and *Carver*. Solicitors: *Waltons, Johnson, Bubb & Whatton*; *Rowcliffes, Rawle & Co.* E. L.

6. **LONDON, CITY OF—GRAIN DUTY**—*"Grain brought into the port of London for sale"—Manufacture of grain into other articles—Metage on Grain (Port of London) Act*, 1872 (*c. c.*), *s.* 4. Decision of the Court of Appeal, [1895] 2 Q. B. 652, affirmed without hearing the respondents' counsel and appeal dismissed with costs. COTTON, APP.; VOGAN & Co., RESPS. May 19. H. L. (Lords Herschell, Watson, Shand and Davey).

Counsel: *Sir E. Clarke, Q.C.*, and *Danckwerts*; *Joseph Walton, Q.C.*, and *Albert Gray*. Solicitors: *H. H. Crawford, City Solicitor*; *Wansey, Bowen & Co.* J. M. M.

Digitized by Google

7. LUNACY—PERSON "LAWFULLY DETAINED"—*English person lawfully detained abroad—Lunacy Act*, 1890 (*c.* 5), *s.* 116, *sub-s.* 1, *cl.* (*c*). The expression "lawfully detained as a lunatic though not so found by inquisition," as used in sect. 116, sub-sect. 1, clause (*c*), of the Lunacy Act, 1890 (c. 5), means "lawfully detained" under the powers of that Act, *i.e.*, within the jurisdiction; and does not apply to an Englishman detained in a foreign country in accordance with the laws of that country. *In re* WATKINS. May 19. C. A. (In Lunacy) (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Ingle Joyce.* Solicitors: *Ingle, Holmes & Co.*
W. W. K.

8. METALLIFEROUS MINES REGULATION ACT, 1872 (*c.* 77), *s.* 35—SUMMARY PROCEEDINGS—*Laying information.* An information against the owner or agent of a mine for an offence which can be prosecuted before a Court of summary jurisdiction under the Metalliferous Mines Regulation Act, 1872, may, where the inspector of the district has determined upon the prosecution, be laid in his name by an agent employed by him. FOSTER, APP.; FYFE AND ANOTHER, RESPS. May 9. Divisional Court (Lord Russell of Killowen C.J. and Wills J.).

Counsel: *Henry Sutton; Macaskie.* Solicitors: *The Solicitor to the Treasury; James Neal.* W. A.

9. POOR-LAW—GUARDIANS—*Limitation of time for payment of debt—Jurisdiction of House of Lords over costs—Costs of appeal in House of Lords—Poor Law (Payment of Debts) Act*, 1859 (*c.* 49), *ss.* 1, 4. Decision of the Court of Appeal, [1895] 1 Q. B. 662, reversed after consideration with costs here and below, on the ground that until the Clerk of the Parliaments had certified the amount of the taxed costs no "debt, claim, or demand" had been "incurred or become due" within the Poor LAW (Payment of Debts) Act, 1859. *Held* also that the House of Lords has in all cases an inherent jurisdiction to give the costs of an appeal to the House. GUARDIANS OF WEST HAM UNION, APPS.; CHURCHWARDENS, &C., OF ST. MATTHEW, BETHNAL GREEN, RESPS. May 18. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Lawson Walton, Q.C.*, and *E. Morten; Sir E. Clarke, Q.C.*, and *Beven.* Solicitors: *F. E. Hilleary; R. Voss, Junr.*
J. M. M.

10. POOR-RATE—LONDON COUNTY COUNCIL—*Land held for use of public.* Decision of Divisional Court, reported [1895] 2 Q. B. 511, reversed. LONDON COUNTY COUNCIL *v.* CHURCHWARDENS AND OVERSEERS OF LAMBETH. May 16. C. A. (Lord Esher M.R., A. L. Smith L.J. and Rigby L.J.).

Counsel: *Bosanquet, Q.C.*, and *Avory; Lawson Walton, Q.C.*, and *Lewis Coward.* Solicitors: *W. A. Blaxland; William Honey.* E. L.

11. POWER—EXECUTION—*Power to appoint income to wife—Appointment precluding future exercise of power.* The decision of Stirling J., *ante* p. 19 (7), affirmed. *In re* HANCOCK. MALCOLM *v.* HANCOCK. May 4. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Farwell, Q.C.*, and *Austen-Cartmell; Renshaw, Q.C.*, and *Ingle Joyce; C. E. E. Jenkins.* Solicitors: *J. Rogers; Rowcliffes, Rawle & Co.; H. P. Spottiswoode.* W. W. K.

12. POWER OF JOINTURING—CONSTRUCTION. A testator by his will empowered every male person thereby made tenant for life to appoint by deed or will to any woman whom he might marry or have married, for her life or any less period, a yearly rent-charge not exceeding a given amount, and declared that "the said power of jointuring" might be exercised as often as any person for the time being entitled to exercise the same should marry. This power was copied verbatim from the precedent in Davidson's Conveyancing, vol. 3, Pt. II., 3rd ed., p. 1054, except that the words "by way of jointure" were omitted after "rent-charge":—*Held*, that the power did not authorize a tenant for life to appoint a rent-charge to his wife to be paid during his life. *In re* DE HOGHTON. DE HOGHTON *v.* DE HOGHTON. May 16. Stirling J.

Counsel: *Hastings, Q.C.*, and *Ingle Joyce; Buckley, Q.C.*, and *Rowden; T. T. Methold.* Solicitors: *Rowcliffes, Rawle & Co.; Park Nelson & Co.* H. B. H.

13. PRACTICE—APPEAL FROM CHAMBERS—*Leave to revoke submission to arbitration—Matters of practice and procedure—Judicature Act*, 1894 (*c.* 16), *s.* 1, *sub-s.* 4. An appeal from a judge at chambers giving leave to revoke a submission to arbitration lies to the Court of Appeal and not to a Divisional Court. *In re* AN ARBITRATION BETWEEN THE PORTLAND URBAN DISTRICT COUNCIL AND TILLEY & Co. May 18. Divisional Court (Pollock B. and Bruce J.).

Counsel: *Arthur Powell; J. A. Foote.* Solicitors: *Herbert Toomer; Lovell, Son & Pitfield*, for *Bowen & Symes*, Weymouth.
A. P. P. K.

14. PROBATE—CAVEAT—*Probate action—"Proceeding instituted" by married woman—Costs out of property subject to restraint on anticipation—Married Women's Property Act*, 1893 (*c.* 63), *s.* 2. An executor's probate action arising out of a caveat entered by Mrs. P., a married woman who was made a defendant to the action, resulted in a verdict for the plaintiff with costs against Mrs. P. Upon an application by the plaintiff under the Married Women's Property Act, 1893, s. 2, for an order for payment of the costs out of separate property to which Mrs. P. was entitled subject to a restraint on anticipation:—*Held*, by the Court of Appeal, affirming the decision of Gorell Barnes J., that the proceedings in the probate action were "instituted" within the meaning of the Act of 1893 by the issue of the writ by the plaintiff in the action, and not by the entering of the caveat and appearance to the warning on the part of Mrs. P. which led to the action; and accordingly that the order asked for could not be made. MORAN *v.* PLACE. May 14. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Warrington, Q.C.*, and *C. T. Giles; Bayford, Q.C.*, and *Grazebrook.* Solicitors: *J. C. Summerhayes; Stibbard, Gibson & Co.* W. W. K.

15. RAILWAY COMPANY—COMPULSORY TAKING OF LAND—*Payment of purchase-money into and out of Court—Costs—Lands*

Digitized by Google

Clauses Consolidation Act, 1845 (*c.* 18), *s.* 80. Leaseholds which stood limited by will to one for life and subject thereto to a class of children and grandchildren of the testator living at the death of his widow were compulsorily taken by a railway company and the purchase-money paid into Court. On the death of the tenant for life the fund was ordered to be distributed. At that time all the original legatees were dead:—*Held*, that the company were liable to pay the costs of taking out administration to the estates of the deceased beneficiaries. *In re* LLOYD AND NORTH LONDON RAILWAY COMPANY. May 19. Stirling J.

Ex parte Kelly, 31 L. R. Ir. 137, and *Ex parte Rorke*, [1894] 1 Ir. R. 146, followed.

Counsel: *Hastings, Q.C.*, and *R. F. Norton*; *Sheldon*. Solicitors: *Burchell & Co.*; *Sanderson, Holland & Co.* G. A. S.

---

16. REVENUE — INCOME TAX —*Deductions—Colliery—Subscriptions to coal owners' association—Money wholly laid out for purposes of trade—Income Tax Act*, 1842 (*c.* 35), *s.* 100, *Schedule* (*D*), *Rules applying to First and Second Cases, rule* 1. The owners of a colliery were subscribers to a coal owners' association which indemnified its subscribers against losses occasioned by strikes. In returning the profits of the colliery for income tax purposes they claimed to deduct the yearly average excess of their contributions over the amounts received by them as indemnities:—*Held*, that the money sought to be deducted was not money wholly and exclusively laid out for the purposes of trade, and therefore the deduction could not be allowed. RHYMNEY IRON COMPANY *v.* FOWLER. May 13. Divisional Court (Pollock B. and Bruce J.).

Counsel: *Asquith, Q.C.*, and *Muir Mackenzie*; *Sir R. E. Webster, A.-G.*, and *Danckwerts*. Solicitors: *H. Perry Becher*, for *Simon & Sons*, Pontypridd; *The Solicitor of Inland Revenue*. P. B. H.

---

17. SCOTTISH LAW—TESTING CLAUSE IN MARRIAGE CONTRACT. A declaration in the testing clause to a marriage contract is ineffectual to qualify what is contained in the body of the deed; therefore it is not gross carelessness on law agents advising in a question of compromise not to notice such a declaration. Interlocutor, dated the 27th of November, 1895, of the Second Division of the Court of Session reversed, with costs. BLAIR AND OTHERS, APPS.; ASSETS COMPANY, RESPS. May 15. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Shand and Davey).

Counsel: *The Lord Advocate* (*A. Graham Murray, Q.C.*), *Ure, J. Wilson* (the above of the Scottish Bar), and *A. W. Watson*; *Balfour, Q.C., Cozens-Hardy, Q.C.*, and *Charles D. Murray* (the first and last of the Scottish Bar). Solicitors: *Faithfull & Owen*, for *Davidson & Syme, W.S.*, Edinburgh; *William Robertson & Co.*, for *J. Smith Clerk, S.S.C.*, Edinburgh. G. J. W.

---

18. SUCCESSION—TRUST DISPOSITION—"*Heirs-female.*" Proceeds of trust funds were directed to be paid to the "heirs-female of the body, &c." The House, reversing the decision of the Second Division of the Court of Session, 22 Rettie, 839:—*Held*, that these words were to be construed literally, and that heirs-female took as heirs portioners. MACKENZIE AND OTHERS *v.* COUNTESS OF CROMARTIE AND DUKE OF DEVONSHIRE AND OTHERS. May 15. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Shand and Davey).

Counsel: *Balfour, Q.C., David Dundas*, and *John Craigie*; *The Lord Advocate* (*A. Graham Murray, Q.C.*), and *J. R. N. Macphail*; *R. L. Blackburn* (all of the Scottish Bar). Solicitors: *Robins, Hay, Waters & Lucas*, for *J. C. Couper, W.S.*, Edinburgh; *Gadsden & Treherne*, for *Mackenzie & Black, W.S.*, Edinburgh; *Currey, Holland & Co.* G. J. W.

---

19. WILL—CONSTRUCTION—*Gift of house and furniture to A.—Power to B. to take from furniture everything he might desire—Equitable interest in land—Equitable charge—Locke King's Act Amendment Act*, 1877 (*c.* 35). A power given by will to A. B. to take everything that he may desire from the furniture (*qu'il choisera tout ce qu'il voudra des meubles*), except certain articles, at a house bequeathed with the furniture therein to X. Y., entitles A. B. to take if he likes the whole of such furniture other than the excepted articles. The decision of North J. affirmed.

If land is made a security for a debt by any instrument which gives the person entitled to the charge an equitable interest in the land, the instrument is an equitable charge within the meaning of Locke King's Act Amendment Act, 1877. The decision of North J. reversed. *In re* SHARLAND. KEMP *v.* ROZEY. May 18. C. A. (Lindley, Lopes and Rigby L.JJ.).

Kennedy v. *Kennedy*, 10 Hare, 438, distinguished; *Arthur* v. *Mackinnon*, 11 Ch. D. 385, approved.

Counsel: *Costelloe*; *Vernon Smith, Q.C.* and *Bardswell*; *Tanner*. Solicitors: *A. Herbelet*; *Letts Brothers*. W. W. K.

---

20. WILL—CONSTRUCTION—"*Legal disability.*" A testator, after giving the income of his residuary estate to his wife for life, subject thereto gave a moiety of such estate to his son; but in case of the son being at the death of the survivor of the testator and his wife "under any legal disability in consequence whereof he would be hindered in or prevented from taking the same for his own personal and exclusive benefit," then the testator gave it to the son's widow or wife and children. During the life of the testator's widow the son made several mortgages of his interest under the will; and in an action for administering the trusts of the father's will the son, who was an executor, was found liable for breach of trust to a considerable amount, which he was ordered to pay, and it was declared that, subject to any claim of his wife and children, his share (if any) under the will was liable to make good the sum found due from him. When the testator's widow was *in extremis* a receiving order and an adjudication in bankruptcy were made against the son on his own application, but were annulled shortly after her death on the ground that they ought not to have been made:—*Held*, affirming the decision of Stirling J., *ante* p. 6; [1896] 1 Ch. 527, that the son was not at the death of his mother under such legal disability as was contemplated by the testator, and that the gift to his wife and children did not take effect. *In re* CAREW. CAREW *v.* CAREW. May 19. C. A. (Lindley, Lopes and Kay L.JJ.).

Counsel: *Grosvenor Woods, Q.C.*, and *Phillpotts*; *Hastings, Q.C.*, and *W. D. Rawlins, Q.C.*; *Ribton*; *Bovill*; *Fellows*; *Fooks*; *Elgood*. Solicitors: *Busk & Mellor*; *E. Vernor Miles*; *Rye & Eyre*; *E. H. Goddard*; *Mear & Fowler*; *Elgood & Moyle*; *Routh, Starey & Castle*. H. C. J.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BATTISON *v.* HOBSON	*Stirling J.*	64
COOK *v.* HAINSWORTH	*Div. Ct.*	64
DERBYSHIRE COUNTY COUNCIL *v.* MAYOR, &c., OF DERBY	*Div. Ct.*	64
HARKNESS AND ALLSOPP'S CONTRACT, *In re*	*North J.*	64
JAGGER *v.* JAGGER	*Jeune Pres. and G. Barnes J.*	63
KIRBY *v.* NORTH BRITISH AND MERCANTILE INSURANCE COMPANY	*C. A.*	64
REG. *v.* ERDHEIM	*C. C. R.*	63

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

TUESDAY, June 2.

G. Kirby v. *North British and Mercantile Insurance Company, Limited.* Appeal from the Lord Chief Justice and Wright J. Dismissed.

A. E. Palmer and Another v. *A. Smith.* Appeal from Kennedy J. Dismissed.

Weldon v. *Matthews.* Appeal from Cave J. Part heard.

WEDNESDAY, June 3.

Edwards v. *Fox & Son.* Application for judgment or new trial Allowed.

Pugh v. *London, Brighton and South Coast Railway Company.* Application for judgment or new trial. Dismissed.

THURSDAY, June 4.

Stamp v. *Williams and Another. Kelly* v. *Williams and Another.* Application for judgment or new trial. *Cur. adv. vult.*

COURT II.

TUESDAY, June 2.

Fenton v. *Rolls.* Appeal from Kekewich J. *Cur. adv. vult.*

WEDNESDAY, June 3.

Fenton v. *Rolls.* Appeal from Kekewich J. Allowed.

In re International Commercial Company. Appeal from Romer J. To stand over for two months.

Paterson v. *Gas Light and Coke Company.* Appeal from Kekewich J. Judgment reserved.

National Insurance and Guarantee Corporation v. *Invicta Works.* Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 63 (1).

1. **CRIMINAL LAW—EVIDENCE**—*Examination of bankrupt—Bankruptcy Act*, 1883 (*c.* 52), *s.* 17. Sect. 17 of the Bankruptcy Act, 1883, provides for the public examination of a debtor against whom a receiving order is made, and (sub-sect. 8) "the debtor shall be examined upon oath, and it shall be his duty to answer all such questions as the Court may put or allow to be put to him: such notes of the examination as the Court thinks proper shall be taken down in writing, and shall be read over to and signed by the debtor, and may thereafter be used in evidence against him." Upon the trial of an indictment charging a debtor with misdemeanours under the Debtors Act, 1869, a shorthand writer was called by the prosecution to prove by parol evidence that the defendant in the course of his public examination had made certain admissions tending to establish the charges against him. The shorthand writer had during such examination taken down the defendant's answers in shorthand, and had made a transcript, but such transcript was not read over to or signed by the defendant, and the examination had been adjourned *sine die*:—*Held*, that the shorthand writer's evidence was properly admitted. REG. *v.* ERDHEIM. June 2. C. C. R. (Lord Russell of Killowen C.J., Pollock B., Hawkins, Cave and Wills JJ.).

Counsel: *C. Mellor*; *Sir R. Finlay, S.-G.*; *G. J. Banks* and *A. W. Bairstow.* Solicitors: *E. F. S. Pearson*, Leeds; *Solicitor to the Treasury.* W. A.

2. **DIVORCE—SEPARATION ORDER**—*Summary Jurisdiction (Married Women) Act*, 1895 (*c.* 39), *s.* 4. On an appeal by a husband against an order of justices made under this section, it appeared that no notes of the evidence or of the reasons for the decision could be produced.

THE COURT said that this omission was most inconvenient and unsatisfactory, and led to serious and unnecessary expense, and that they hoped that in future notes of the evidence and of the reasons for decisions under the Act would be sent to

Digitized by Google

them. JAGGER *v.* JAGGER. June 2. Jeune Pres. and Gorell Barnes J.

Counsel: *Bargrave Deane* and *Priestley*. Solicitors: *E. F. Fox*, for *E. Lodge*, Wakefield; *S. F. Taylor*, for *J. B. Cooke*, Wakefield. H. D. W.

---

3. LOCAL GOVERNMENT—LOCAL AUTHORITY — *Bye-laws—Validity—Erection of new buildings.* The appellant was convicted under a bye-law, made under a local Act of Parliament by the council of the city of Leeds, by which any person erecting any new building without giving twenty-one days' notice in writing of his intention to the corporation, or without having the plans approved of by the corporation, or in anywise contrary to plans and sections which had been approved by the corporation, was made liable to a penalty. It was not shewn whether or not the buildings erected by the appellant complied with the Leeds Improvement Acts. One of those Acts gave a right of appeal to quarter sessions from the determination of the corporation:—*Held*, that the bye-law was reasonable and valid, and the appellant was rightly convicted. COOK *v.* HAINSWORTH. May 19. Divisional Court (Lord Russell of Killowen C.J. and Wills J.).

Counsel: *Lawson Walton, Q.C.*, and *Bairstow*; *Forbes, Q.C.*, and *Sir George Morrison*. Solicitors: *Torr & Co.*, for *Middleton & Sons*, Leeds; *Patersons, Snow, Bloxam & Kinder*, for *Harrison, Town Clerk*, Leeds. P. B. H.

---

4. MARRIED WOMAN—TRUSTEE—*Sale of real estate held on trust for sale—Conveyance to purchaser—Concurrence of husband—Married Women's Property Act*, 1882 (*c.* 75), *ss.* 1, 18, 24. Notwithstanding the provisions of the Married Women's Property Act, 1882, real estate vested in trustees (one of whom is a woman married since the commencement of the Act) on trust for sale cannot be effectually conveyed to a purchaser without the concurrence of the husband of the married woman. *In re* HARKNESS AND ALLSOPP'S CONTRACT. June 2. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Peterson*; *Brinton*. Solicitors: *Geare, Son & Pease*; *Indermaur & Brown*. W. L. C.

---

5. MAYOR'S COURT — PRACTICE — *Appeal to High Court—Extension of time.* Order LIX., r. 16, does not give any jurisdiction to extend the time within which notice of appeal may be given under sect. 8 of the Mayor's Court of London Procedure Act, 1857 (20 & 21 Vict. c. clvii.). KIRBY *v.* NORTH BRITISH AND MERCANTILE INSURANCE COMPANY. June 2. C.A. (Lord Esher M.R., Kay L.J. and A. L. Smith L.J.).

Counsel: *J. W. Moyses*; *Roskill*. Solicitors: *A. H. Dabbs*; *Bircham & Co.* E. L.

---

6. MORTGAGE—PRIORITY—*Registration — Yorkshire Registries Act*, 1884 (*c.* 54), *ss.* 7, 14. Sect. 7 of the Yorkshire Registries Act, 1884, applies to an equitable mortgage by deposit of deeds, whether accompanied by a memorandum or not, and deprives such equitable mortgage of priority over any registered assurance for valuable consideration, unless a memorandum thereof, signed by the person to be charged, has been registered in accordance with the Act. The expression "actual fraud" in sect. 14 means fraud carrying with it grave moral blame as distinguished from "legal" or "constructive" fraud. BATTISON *v.* HOBSON. May 21. Stirling J.

Counsel: *J. B. Roberts*; *Addison McLeod*; *Hastings, Q.C.*, and *Adams*; *Younger*; *R. Hughes*. Solicitors: *Jaques & Co.*, for *J. G. Jones*, Bangor; *Wilde, Moore & Wigston*; *Bell, Brodrick & Gray*; *Warren, Murton & Miller*, for *Tyas & Son*, Barnsley; *Stuart & Tull*, for *T. E. Jones*, Manchester. H. B. H.

---

7. PRACTICE — INTERROGATORIES — *Action for penalties—Criminal cause or matter—Rivers Pollution Prevention Act*, 1876 (*c.* 75), *ss.* 3, 10. Proceedings in the county court under sect. 10 of the Rivers Pollution Prevention Act, 1876, to obtain an order requiring a person to abstain from the commission of an offence against the Act are not of a penal or criminal nature, and therefore the complainant may interrogate the person proceeded against. DERBYSHIRE COUNTY COUNCIL *v.* MAYOR, &c., OF DERBY. May 14, 15. Divisional Court (Grantham and Collins JJ.).

Counsel: *W. Graham*; *Stanger, Q.C.*, and *Carver*. Solicitors: *Satchell & Chapple*, for *Gadsby*, Derby; *Wynne, Holme & Wynne*, for *Hughes Hallett*, Derby. W. A.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
HAMMERSMITH (VESTRY OF) *v.* LOWENFELD	*Div. Ct.*	66
MACDUFF, *In re.* MACDUFF v. MACDUFF	*C. A.*	66
PATERSON *v.* GAS LIGHT AND COKE COMPANY	*C. A.*	66
STOKELL *v.* HEYWOOD	*Kekewich J.*	65
THOMSON *v.* THOMSON	*C. A.*	66
WATKINS *v.* WATKINS	*C. A.*	66
WEDDING, *In re*	*North J.*	66
WESTERN *v.* BAILEY	*Wills J.*	66

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, June 5.

Susman v. *Ehrmann Bros.* Application for judgment or new trial. Dismissed.

Ellis v. *Johnson.* Application for judgment or new trial. Dismissed.

Stedman v. *Baker, Co. and Another.* Application for judgment or new trial. Dismissed.

MONDAY, June 8.

The Queen v. *London and North Western and Great Western Railway Companies.* Appeal from the Lord Chief Justice and Wright J. Withdrawn.

Forrest v. *Punchard, McTaggart, Lowther & Co.* Appeal from Collins J. Varied.

In re Mitchell. Appeal from Pollock B. and Bruce J. Dismissed.

In re Portland Urban District Council and T. Tilley & Sons. Appeal from Cave J. Dismissed.

National Provincial Bank of England, Limited v. *Buffen.* Appeal from Day J. Dismissed.

Burnett v. *Berry.* Appeal from the Lord Chief Justice and Wright J. Part heard.

TUESDAY, June 9.

Lyndsey Robert Burnett v. *Charles Berry.* Appeal from the Lord Chief Justice and Wright J. Dismissed.

Matthews v. *Brady.* Application for judgment or new trial. Dismissed.

WEDNESDAY, June 10.

Carew and Others v. *Camoys.* Appeal from Day J. *Cur. adv. vult.*

Brown v. *Binns.* Appeal from Collins J. Dismissed.

Wombwell v. *Scott.* Appeal from Collins J. Dismissed.

THURSDAY, June 11.

Bates v. *Donaldson.* Appeal from Mathew J. *Cur. adv. vult.*

In re Henshall Fereday, &c. Ex parte Incorporated Law Society. Appeal from Day and Wright JJ. Dismissed.

In re Same. Appeal from Day and Wright JJ. Struck out.

COURT II.

THURSDAY, June 4.

National Insurance and Guarantee Corporations, Limited v. *Invicta Works.* Appeal from Romer J. Dismissed.

In re Macduff. Macduff v. *Macduff.* Appeal from Stirling J. Part heard.

FRIDAY, June 5.

In re Macduff. Macduff v. *Macduff.* Appeal from Stirling J. Dismissed.

McKeown v. *Boudard Peveril Gear Company.* Appeal from Romer J. Part heard.

SATURDAY, June 6.

McKeown v. *Boudard Peveril Gear Company.* Appeal from Romer J. Dismissed.

In re Veuve Monnier et ses Fils, Limited. Appeal from Vaughan Williams J. Part heard.

MONDAY, June 8.

In re Veuve Monnier et ses Fils, Limited. Appeal from Vaughan Williams J. Judgment reserved till next day.

TUESDAY, June 9.

Paterson v. *Gas Light and Coke Company.* Appeal from Kekewich J. Judgment delivered and appeal allowed.

In re Veuve Monnier et ses Fils, Limited. Appeal from Vaughan Williams J. Judgment delivered and appeal dismissed.

Fawcett v. *Homan and Rodgers.* Appeal from Romer J. Part heard.

WEDNESDAY, June 10.

Lancashire Explosives Company v. *Roburite Explosives Company.* To stand over till Monday.

Thomson v. *Thomson* (Divorce). Appeal from the President. Dismissed.

Brownfield v. *Shelton Iron, Steel and Coal Company.* Order taken by arrangement.

Fawcett v. *Homan and Rodgers.* Appeal from Romer J. Part heard.

During the sitting of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 65 (1).

1. ACCIDENT POLICY — CONTRACT — *Continuing contract — Renewal.* An "accident" policy creates, not a continuing contract commencing from the time it is first taken out, but

Digitized by Google

merely a contract for the particular year for which the premium is paid, it being in reality a new contract for that year. STOKELL *v.* HEYWOOD. Kekewich J. June 9.

Counsel: *Bramwell Davis, Q.C.*, and *E. Beaumont*; *Warrington, Q.C.*, and *Yarborough Anderson*. Solicitors: *Bell, Brodrick & Gray*, for *Harrison & Barker*, West Hartlepool; *Crossman & Pritchard*, for *H. W. Bell*, West Hartlepool. G. I. F. C.

---

2. DIVORCE—DIVORCED WIFE—*Maintenance after divorce—Alienation—Divorce Act*, 1857 (*c.* 85), *s.* 32—*Divorce Act Amendment Act*, 1866 (*c.* 32), *s.* 1—*Rules of December* 26, 1865, *rr.* 95 *to* 103. Sums of money ordered under sect. 1 of the Divorce Act Amendment Act, 1866, to be paid by a husband for the maintenance of his divorced wife, are a purely personal allowance, and, so long as the order subsists, can neither be alienated nor released. The decision of the President affirmed. WATKINS *v.* WATKINS. June 6. C. A. (Lindley, Lopes and Kay L.JJ).

Counsel: *Bargrave Deane*; *Barnard*; *Kilburn*. Solicitors *E. J. Moeran*; *Meredith, Roberts & Mills*, for *Sibly & Dickinson*, Bristol; *Rowcliffes, Rawle & Co.* W. W. K.

---

3. DIVORCE—VARIATION OF SETTLEMENTS—*Application by executors.* A husband obtained a decree absolute for divorce, and there were no children of the marriage. Contemporaneously with the decree *nisi* an arrangement was come to that a marriage settlement of the husband's property should be varied in a certain way, and this arrangement was provisionally approved by the Court, but was not binding on the wife because she was restrained from anticipation. Shortly after the decree had been made absolute the husband presented a petition to have the settlement varied as arranged; but before anything further had been done he died:—*Held*, affirming the decision of the President, that his personal representative could not obtain a variation of the settlement. THOMSON *v.* THOMSON. June 10. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Bayford, Q.C.*, and *Bargrave Deane*; *Inderwick, Q.C.*, and *Priestley*. Solicitors: *Rowcliffes, Rawle & Co.*; *Seaton & Taylor*. H. C. J.

---

4. GAS—ARREARS OF GAS RATES—*Company—Receiver and manager—Refusal to supply receiver until arrears due from company paid—Gas Works Clauses Act* (1847) *Amendment Act*, 1871 (*c.* 41), *s.* 11—*Gas Light and Coke Company Act*, 1872 (*c. xxiii.*), *s.* 18. Marriage, Neave & Co., Limited, were supplied with gas by the Gas Light and Coke Company. In 1896 receivers and managers of the property and business of Marriage, Neave & Co. were appointed in a debenture-holders' action. At this time Marriage, Neave & Co. owed to the gas company 90*l.* 14*s.* 5*d.* for gas supplied up to December, 1895; and the gas company had gone on supplying gas to the premises since the receivers and managers had carried on the business:—*Held*, reversing the decision of Kekewich J., that the receivers and managers were not "new occupiers" entitled to demand a supply of gas without paying arrears due from Marriage, Neave & Co., and that the gas company were entitled to discontinue the supply of gas unless those arrears were paid. PATERSON *v.* GAS LIGHT AND COKE COMPANY. June 9. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Warrington, Q.C.*, and *Danckwerts*; *Renshaw, Q.C.*, and *A. R. Kirby*. Solicitors: *Bedford, Monier-Williams & Robinson*; *Grundy, Kershaw, Saxon, Sampson & Co.* H. C. J.

---

5. HERIOT — HERIOT SERVICE — *Copyhold — Evidence.* A right to take a heriot as due by heriot service may exist as well in the case of copyhold as in that of freehold tenements of a manor. *Semble*, on a question of the right of the lord to take a heriot as due by heriot service presentments of the homage, appearing on the court rolls, are not evidence, inasmuch as they relate to a matter of private right in which the other tenants of the manor are not interested. WESTERN *v.* BAILEY. June 6. Wills J.

Counsel: *Bosanquet, Q.C.*, and *A. Lyttelton*; *Elton, Q.C.*, and *Earle*. Solicitors: *Western & Sons*; *Baileys, Shaw & Gillett*. J. F. C.

---

6. LIMITATION OF ACTIONS—ACTION TO RECOVER COSTS OF OBTAINING AND ENFORCING NUISANCE ORDER—11 & 12 *Vict. c.* 43, *s.* 11—*Public Health* (*London*) *Act*, 1891 (*c.* 76), *s.* 11. The limitation of the time within which complaints or informations may be laid before justices imposed by 11 & 12 Vict. c. 43, s. 11, applies to actions brought under the Public Health (London) Act, 1891, s. 11, to recover costs and expenses incurred in and about obtaining and enforcing a nuisance order; so that such actions must be commenced within six months from the time when the costs and expenses were incurred. VESTRY OF HAMMERSMITH *v.* LOWENFELD. June 8. Divisional Court (Cave and Wills JJ.)

Counsel: *Macmorran, Q.C.*; *Hawtin*. Solicitors: *Watson, Sons & Room*; *A. Arnold Hannay*. W. A.

---

7. WILL — CONSTRUCTION — *Falsa demonstratio.* Bequest of all a testatrix's shares in a railway company, in which the testatrix never had any shares:—*Held*, to pass debenture stock of that company. *In re* WEEDING. June 6. North J.

Counsel: *J. F. Popham*; *C. E. E. Jenkins*; *Bardswell*. Solicitors: *Woodcock, Ryland & Parker*; *Percy F. Higginson*; *Snow, Snow & Fox*. W. L. C.

---

8. WILL—CHARITABLE BEQUEST—*Blank space in will—"Charitable or philanthropic" purpose.* A testator bequeathed money "for some one or more purposes charitable, philanthropic, or ———." And he indicated persons by whom the precise purpose or purposes were to be named:—*Held*, affirming the decision of Stirling J., *ante* p. 28, that the gift was not made invalid by the blank, for that it must be treated as a gift for "purposes charitable or philanthropic," but that as such it was bad, because the word "philanthropic" included objects which the Court did not recognise as charitable. *In re* MACDUFF. MACDUFF *v.* MACDUFF. June 5. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Sir R. Webster, A.-G.*, and *Ingle Joyce*; *Hadley*; *Whitworth*. Solicitors: *Hare & Co.*; *Thomas Webster*. H. C. J.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CARTER AND OTHERS *v.* RIGBY & CO.	*Div. Ct.*	68
JACKSON *v.* RAINFORD COLLIERY COMPANY	*Chitty J.*	67
MIDDLESEX (COUNTY COUNCIL OF) *v.* ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION	*Div. Ct.*	68
REG. *v.* COUNTY COUNCIL OF WEST RIDING OF YORKSHIRE	*Div. Ct.*	68
RICHMOND HILL STEAMSHIP COMPANY *v.* CORPORATION OF THE TRINITY HOUSE	*C. A.*	68
SKINNER, *In re*	*North J.*	68
SMITH *v.* GILL	*Div. Ct.*	68

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, June 12.

In re Addison. Appeal from Mr. Registrar Giffard. Dismissed.

Mansion House Association on Railway and Canal Traffic for the United Kingdom v. *London and North Western Railway Company.* Appeal from Collins J., Sir F. Peel and Viscount Cobham. Dismissed.

MONDAY, June 15.

E. Carter v. *W. Rigby & Co.* Appeal from the Lord Chief Justice and Wright J. Dismissed.

Fotter v. *Fabris.* Appeal from Kennedy J. Dismissed.

James v. *Cochrane.* Appeal from Kennedy J. Dismissed.

TUESDAY, June 16.

Baring v. *Rosslyn.* Appeal from Collins J. Dismissed.

Richmond Hill Steamship Company v. *Corporation of the Trinity House.* Appeal from the Lord Chief Justice. Dismissed.

Halbot and Another v. *Boardman & Co.* Appeal from Lawrance J. Part heard.

WEDNESDAY, June 17.

Halbot and Another v. *Boardman & Co.* Appeal from Lawrance J. Dismissed.

THURSDAY, June 18.

Bingley v. *Yorkshire Banking Company, Limited.* Appeal from Lawrance J. Dismissed.

COURT II.

THURSDAY, June 11.

Fawcett v. *Homan and Rodgers.* Appeal from Romer J. *Cur. adv. vult.*

In re Trade Mark No. 58,405. Appeal from Kekewich J. Part heard.

FRIDAY, June 12.

In re Trade Mark No. 58,405. Appeal from refusal of Kekewich J. to expunge the trade-mark "Bovril." Dismissed.

Rudd v. *James.* Appeal from Kekewich J. Judgment reserved.

Metropolitan Railway Company v. *Great Western Railway Company* Appeal from Chitty J. Part heard.

SATURDAY, June 13.

Metropolitan Railway Company v. *Great Western Railway Company.* Appeal from Chitty J. Part heard.

MONDAY, June 15.

Metropolitan Railway Company v. *Great Western Railway Company.* Appeal from Chitty J. Part heard.

TUESDAY, June 16.

Metropolitan Railway Company v. *Great Western Railway Company.* Appeal from Chitty J. Dismissed.

Lancashire Explosives Company, Limited v. *Roburite Explosives Company, Limited.* Appeal from Kekewich J. Part heard.

WEDNESDAY, June 17.

In re Le Brasseur and Oakley. Appeal from Kekewich J. *Cur. adv. vult.*

Lancashire Explosives Company, Limited v. *Roburite Explosives Company, Limited.* Appeal from Kekewich J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 67 (1).

1. **COMPANY — BORROWING POWERS** — *Uncalled capital.* The articles of association of a company authorized the company to borrow, upon mortgage of its freehold and leasehold hereditaments, works, "and other property and effects" for the time being of the company, or upon bonds or debenture notes of the company, or "in such other manner as the company may determine." The memorandum of association contained no reference to borrowing.

Held, that the company could under its articles mortgage its

Digitized by Google

uncalled capital. JACKSON *v.* RAINFORD COLLIERY COMPANY, LIMITED. June 11. Chitty J.

Counsel: *Macnaghten; Sheldon.* Solicitors: *Collyer-Bristow, Russell, Hill & Co.* W. C. D.

---

2. COUNTY COURT — APPEAL — *County Courts Act,* 1888 (*c.* 43), *s.* 120. The absolute right of appeal given by sect. 120 of the County Courts Act, 1888, in actions of contract and tort, where the debt or damage claimed exceeds 20*l.*, extends to cases where the defendant's counter-claim exceeds 20*l.*, although the claim of the plaintiff is below that amount. SMITH *v.* GILL. June 15. Divisional Court (Cave and Wills JJ.).

Counsel: *Buckmaster; J. E. Bankes.* Solicitors: *Prior, Church & Adams,* for *W. H. Forster,* Leeds; *Hamlin, Grammer & Hamlin,* for *J. Vosper Curry,* Bradford. W. J. B.

---

3. POOR-RATE — RATEABILITY — *Offices of county council.* Premises used by a county council for the purposes of the administrative business of the county are not exempt from rateability. Premises were occupied jointly by the quarter sessions of a county and by the county council:—*Held,* that the occupation must be apportioned, and that to the extent to which the premises were occupied by the county council they were rateable. COUNTY COUNCIL OF MIDDLESEX *v.* ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION. June 5. Divisional Court (Cave and Wills JJ.).

Counsel: *Danckwerts; Bosanquet, Q.C.* and *Ryde.* Solicitors: *R. Nicholson; W. J. Fraser.* J. F. C.

---

4. PRACTICE—JOINDER OF PLAINTIFFS—*Several causes of action—Employers' Liability Act,* 1880 (*c.* 42). Order XLIV., r. 18, of the County Court Rules does not enlarge the power of joinder of plaintiffs given by Order III., r. 1, nor allow of persons being joined as plaintiffs in actions under the Employers' Liability Act who could not have been so joined in actions of other kinds. By the flooding of a mine of the defendants fifty miners, who were in their employment, were drowned. Thereupon fifty persons, being relatives respectively of the deceased miners, joined in bringing one action in the County Court against the defendants under Lord Campbell's Act and the Employers' Liability Act in respect of their deaths, which were alleged to have been caused by the negligence of the defendants or of their servants:—*Held,* that, as their causes of action were several, they could not be joined in one action. CARTER AND OTHERS *v.* RIGBY & Co. June 2. Divisional Court (Lord Russell of Killowen C.J. and Wright J.).

Counsel: *Jelf, Q.C.,* and *H. T. Boddam; Bigham, Q.C.,* and *C. A. Russell.* Solicitors: *Hollingshead & Moody; Watson, Sons & Room.* J. F. C.

---

5. SHIP — MEASUREMENT OF TONNAGE — *Deck cargo — Horses and cattle—Merchant Shipping Act,* 1876 (*c.* 80), *s.* 23. *Held,* affirming the judgment of the Lord Chief Justice, reported [1896] 1 Q. B. 493, (1) that live animals, such as horses and cattle, were goods within the meaning of sect. 23 of the Merchant Shipping Act, 1876, which provided that, where goods were carried as deck cargo, all dues payable on the ship's tonnage should be payable as if there were added to the ship's registered tonnage the tonnage of the space occupied by such goods at the time at which such dues became payable; and (2) that, for the purposes of the computation of such tonnage, the measurement ought to include only the space occupied by the animals themselves, fair allowance being made for their bodily movements, and ought not to include the shed or pens in which the animals were confined. RICHMOND HILL STEAMSHIP COMPANY *v.* CORPORATION OF THE TRINITY HOUSE. June 16. C. A. (Lord Esher M.R., Kay L.J. and A. L. Smith L.J.).

Counsel: *Bucknill, Q.C.,* and *Butler Aspinall; Lawson Walton, Q.C.,* and *Holman.* Solicitors: *Sandilands & Co.; Downing, Holman & Co.* E. L.

---

6. STAGE LICENCE, GRANT OF — CONDITION. A county council acting as the licensing authority for the performance of stage plays may, in the exercise of their discretion, attach to the grant of a licence for such performances a condition that the grantee shall undertake not to apply to the excise authorities under 5 & 6 Will. 4, c. 39, s. 7, for an excise licence to sell intoxicating liquors in his theatre. THE QUEEN *v.* COUNTY COUNCIL OF WEST RIDING OF YORKSHIRE. June 5. Divisional Court (Cave and Wills JJ.).

Counsel: *Macmorran, Q.C.,* and *Low; Asquith, Q.C.,* and *Roskill.* Solicitors: *Andrew, Wood & Co.; Badham & Williams.* J. F. C.

---

7. TRUSTEE ACT, 1893 (c. 53), s. 44—SALE OF SURFACE AND MINERALS APART—*Service of petition.* An order was made authorizing the separate sale of the copyhold interest in surface and minerals under settled copyhold land, following the order made in *Re Willway's Trusts,* Seton on Decrees, 5th ed. 1470; service on a beneficiary in remainder out of the jurisdiction known to object to a sale being dispensed with. *In re* SKINNER. June 6. North J.

Counsel: *R. Wright Taylor.* Solicitor: *W. H. Tattam,* for *J. S. & C. A. Whall,* Worksop. D. P.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BRADFORD *v.* MAYOR, &c., OF EASTBOURNE	*Div. Ct.*	71
CARTER *v.* RIGBY	*C. A.*	71
COPERNICUS, THE	*C. A.*	70
DIBBINS *v.* DIBBINS	*Chitty J.*	70
ELLIOTT, *In re.* KELLY *v.* ELLIOTT	*Chitty J.*	72
HOCKLEY *v.* ANSAH	*Div. Ct.*	70
HODSON *v.* HEULAND	*Kekewich J.*	70
HUBER, IN THE GOODS OF	*Jeune Pres.*	72
LOCK AND ANOTHER, APPS.; QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY, RESPS.	*H. L.*	70
MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY COMPANY *v.* GOVERNOR, DEPUTY-GOVERNOR, ASSISTANTS, AND GUARDIANS OF THE POOR IN THE TOWN OF KINGSTON-UPON-HULL	*Div. Ct.*	71
PEARCE *v.* BUNTING. REG. *v.* WEDD AND ANOTHER. *Ex parte* PEARCE.	*Div. Ct.*	72
REG. *v.* TYNEMOUTH DISTRICT COUNCIL	*Div. Ct.*	71
ROBINSON *v.* HARKIN	*Stirling J.*	72
RUDD *v.* JAMES	*C. A.*	71
WHITTAKER *v.* SCARBOROUGH POST NEWSPAPER COMPANY	*C. A.*	71
WHITWHAM *v.* WESTMINSTER BRYMBO COAL AND COKE COMPANY	*C. A.*	72

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, June 19.

Incandescent Gas Light Company, Limited v. *De Mare Incandescent Gas Light System, Limited, and Others.* Appeal from Wills J. Part heard.

SATURDAY, June 20.

Weldon v. *Matthews.* Appeal from Cave J. Dismissed.
Bates v. *Donaldson.* Appeal from Mathew J. Dismissed.
Kruger v. *Jackson.* Appeal from Vaughan Williams J. Dismissed.
In re an Arbitration between Meadows and Another and Kenworthy. Appeal from Cave J. Dismissed.
In re A. E. Fenton. Ex parte Mary Cathcart. Appeal from Pollock B. Dismissed.

No. 22.—1896.

MONDAY, June 22.

Hodges v. *Walton-upon-Trent Bridge Company.*
Jesson and Another v. *The Same.* Appeal from Kennedy J. Dismissed.
Whittaker v. *Scarborough Post Newspaper Company, Limited.* Appeal from Collins J. Allowed.
Chaddock v. *British South Africa Company.* Appeal from Collins J. Dismissed.
Roller v. *Barrow.* Appeal from Collins J. Dismissed.
The Ciudad de Reus. Owners of the SS. Dunbeth v. *Owners of the SS. Ciudad de Reus.* Appeal from the President. Part heard.

TUESDAY, June 23.

The Ciudad de Reus. Owners of the SS. Dunbeth v. *Owners of the SS. Ciudad de Reus.* Appeal from the President. Dismissed.
Western Mortgage and Investment Company, Limited v. *Forbes.* Appeal from Collins J. Dismissed.

WEDNESDAY, June 24.

Incandescent Gas Light Company, Limited v. *De Mare Incandescent Gas Light System, Limited, and Others.* Appeal from Wills J. Dismissed.
The Copernicus. Liverpool, Brazil and River Plate Steam Navigation Company, Limited v. *Benjamin Holmes.* Appeal from Barnes J. Dismissed.
The Queen v. *Justices of Kent and G. Sharp and W. N. Chapman and Others.* Appeal from the Lord Chief Justice and Wright J. Part heard.

THURSDAY, June 25.

The Queen v. *Justices of Kent and G. Sharp and W. N. Chapman and Others.* Appeal from the Lord Chief Justice and Wright J. Dismissed.

COURT II.

THURSDAY, June 18.

Lancashire Explosives Company, Limited v. *Roburite Explosives Company, Limited.* Appeal from Kekewich J. Part heard.

FRIDAY, June 19.

Lancashire Explosives Company, Limited v. *Roburite Explosives Company, Limited.* Appeal from Kekewich J. Dismissed.
In re Cattley (Infants, &c.). Appeal from Chitty J. In camera. Part heard.

MONDAY, June 22.

Rudd v. *James.* Appeal from Kekewich J. Dismissed.
In re Cattley (Infants, &c.). Appeal from Chitty J. Heard in camera.
In re South African Trust and Finance Company. Appeal from Vaughan Williams J. Part heard.

TUESDAY, June 23.

In re South African Trust and Finance Company. Appeal from Vaughan Williams J. Allowed.
James v. *Harris.* Appeal from Kekewich J. Settled.
How v. *Earl Winterton.* Appeal from Kekewich J. Part heard.

WEDNESDAY, June 24.

Whitwham v. *Westminster Brymbo Coal and Coke Company.* Appeal from Chitty J. Dismissed.
In re Davies. Davies v. *Parry.* Appeal from Kekewich J. Stands over till this day week.
Lovibond v. *Lovibond.* Appeal from North J. Part heard.

Digitized by Google

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 70 (1).

1. ADMIRALTY—INSURANCE (MARINE)—*Freight—Time of engagement of goods—Loading port.* By a policy on freight "at and from any port or ports of loading on the west coast of South America to any port or ports of discharge in the United Kingdom," the freight was to be covered "from the time of the engagement of the goods."

Goods were engaged for the vessel and were ready for shipment in her at the time of her loss, which occurred before her arrival at her first loading port on the west coast of South America.

Held (affirming the decision of Gorell Barnes J., *ante* p. 47 (1)), that the engagement clause must be construed with reference to the voyage described in the policy, and, therefore, the risk had not attached. THE COPERNICUS. June 24. C. A. (Lord Esher M.R., Kay and A. L. Smith, L.JJ.).

Counsel: *Joseph Walton, Q.C.*, and *Carver*; *Sir Walter Phillimore* and *Hamilton*. Solicitors: *Stokes & Stokes*, for *Thornely & Cameron*, Liverpool; *Waltons, Johnson, Bubb & Whatton*. T. L. M.

2. APPEAL—GARNISHEE ORDER—"*Practice and procedure.*" A garnishee order is a "matter of practice and procedure" within sect. 1, sub-sect. 4, of Finlay's Act (57 & 58 Vict. c. 16), and an appeal from a judge at chambers making a garnishee order absolute must be to the Court of Appeal. HOCKLEY *v.* ANSAH (REGAN, garnishee). June 24. Divisional Court (Cave and Wills JJ.).

Counsel: *F. Dodd*; *Rufus Isaacs*. Solicitors: *Templer, Dunn & Miller*; *Smith & Gofton*. J. F. C.

3. COMPANY — SHAREHOLDER — *Payment of shares in advance of calls—Interest out of capital—Companies Act*, 1862 (*c.* 89), *ss.* 14, 38; *Table A, clause* 7. Decision of the Court of Appeal, [1896] 1 Ch. 397, affirmed without hearing the respondents' counsel, and appeal dismissed with costs. LOCK AND ANOTHER, APPS.; QUEENSLAND INVESTMENT AND LAND MORTGAGE COMPANY, LIMITED, RESPS. June 18. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten, Morris and Shand).

Counsel: *Millar, Q.C.*, and *E. Brodie Cooper*; *Graham Hastings, Q.C.*, and *C. E. E. Jenkins*. Solicitors: *Ashurst, Morris, Crisp & Co.*; *Trinder & Capron*. J. M. M.

4. CONTRACT — FRAUDS, STATUTE OF, s. 4 — *Part performance—Possession taken before, but continued after, the contract.* A contract for a lease of land for more than three years was, after negotiation, entered into and reduced into writing in the form of a draft lease, which, however, was never signed by the intended lessor. On the day before the contract was made, the intended lessee was let into possession, and he subsequently continued in possession and paid rent according to the contract:—*Held*, that, although the entry into possession was antecedent to the contract, yet the subsequent continuance in possession being, under the circumstances, unequivocally referable to the contract, constituted an act of part performance sufficient to take the case out of the Statute of Frauds. HODSON *v.* HEULAND. June 18. Kekewich J.

Counsel: *Warrington, Q.C.*, and *Elgood*; *Renshaw, Q.C.*, and *Craig*. Solicitors: *Charles Jupp*, for *Walter A. Lomer & Son*, Southampton; *Speechly, Mumford, Landon & Rodgers*, for *Charles Lamport*, Southampton. C. C. M. D.

5. CONTRACT—OPTION OF PURCHASE—*Time limited—Three months' notice—Notice by agent—Unauthorized agent—Ratification.* Articles of partnership provided that on the death of either partner during the partnership term, the surviving partner should have the option of purchasing the share of the deceased partner upon giving notice in writing of his intention so to do within three months from the death, and that in ascertaining the price to be paid for the share of a deceased partner after such notice, nothing should be allowed for the goodwill of the business. On the 4th of April, 1895, one of the partners died; a notice in writing signed by the solicitor of the surviving partner, and purporting to give notice that it was the surviving partner's intention to purchase the deceased partner's share, was sent in within the three months pursuant to the articles. The surviving partner was at this time a lunatic. On the 8th of August, 1895, a notice to exercise the said option to purchase signed by the committee of the surviving partner was sent in. It was contended on behalf of the surviving partner that even if the first notice was irregular, the second notice related back to the date of the first notice, and entitled the committee of the surviving partner to purchase the share of the deceased partner without paying anything for the goodwill.

Held, that as the option to purchase had not been exercised within the time limited by the articles, there was no contract which could be confirmed by the second notice, and consequently, that the committee of the surviving partner was not entitled to the benefit of the provision in the articles. DIBBINS *v.* DIBBINS. June 19. Chitty J.

Bolton Partners v. *Lambert*, 41 Ch. D. 295, distinguished.

Counsel: *Farwell, Q.C.*, and *T. L. Wilkinson*; *Byrne, Q.C.*, and *Eustace Smith*. Solicitors: *Greenop & Sons*; *Thomas Lovell*. W. C. D.

6. FRIENDLY SOCIETY—INSTRUMENT OF DISSOLUTION—*Infant members—Friendly Societies Act*, 1855 (*c.* 63), *ss.* 9, 13, 15, 21, 25, 27—*Friendly Societies Act*, 1875 (*c.* 60), *ss.* 6, 9, 13,

Digitized by Google

15, 21, 25. In 1873 a friendly society, called the Juvenile Branch of the Royal Social Design Lodge, was formed under the Friendly Societies Act, 1855, by the members of the lodge for the benefit of their children. The rules of the juvenile branch provided that it should consist only of members between the ages of six and eighteen. Rule 3 placed the government of the juvenile branch in the hands of a committee of eight persons appointed by the members of the lodge. In 1895 the juvenile branch had become reduced to six members of about sixteen years of age, and in February, 1895, these six members, by their fathers or guardians, signed an instrument of dissolution, with a view to dividing the assets of the society among themselves.

Held, by the Court of Appeal, affirming the decision of Kekewich J., that, having regard to sects. 15 and 25 of the Act of 1855, rule 3 was not a mere rule of management proceeding from the members, which they need not observe longer than they liked, but was a rule imposed upon the society by those who established it, and which the members by themselves could not get rid of; that rule 21, which said that no rule should be made or altered without the consent of a majority of the members, did not enable the members to repeal rule 3, but prevented the committee of management from altering the rules without the consent of the members; and that the members of the juvenile society could not dissolve it without the consent of the committee, which had not been obtained. *Held* also, that the constitution of the society had not been altered by the Friendly Societies Act, 1875, which repealed the Act of 1855, but, by sect. 6, preserved the rules of existing societies so far as they were not contrary to any express provision of the Act; that the rules were still in force, and that the instrument of dissolution must be set aside as *ultra vires*. RUDD *v.* JAMES. June 22. C. A. (Lindley, Lopes, and Rigby L.JJ.).

Counsel: *R. Younger*; *Renshaw, Q.C.*, and *Lightwood*. Solicitors: *Chamberlayne & Short*; *Sole, Turner & Knight*.

W. L. C.

---

7. LOCAL GOVERNMENT — PRIVATE DRAIN DRAINING SEVERAL HOUSES—*Liability to repair*. A drain-pipe passing through private property received the drainage of several houses belonging to different owners before it joined the public sewer. The pipe having become a nuisance the local authority of the district, who had adopted the Public Health Acts Amend. Act, 1890, gave the owners of the said houses notice under sect. 41 of the Public Health Act, 1875, to repair it, and, on failure of the owners to comply with the notice, executed the necessary work themselves, and claimed to recover from the owners the expenses incurred by them in so doing:—*Held*, that the pipe in question was a "private drain" within the meaning of sect. 19 of the first-mentioned Act, and that the local authority were entitled to recover. BRADFORD *v.* MAYOR, &c., OF EASTBOURNE. June 18. Divisional Court (Lord Russell of Killowen C.J. and Wills J.).

Self v. *Hove Commissioners*, [1895] 1 Q. B. 685, followed. *Hill* v. *Hare*, [1895] 1 Q. B. 906, disapproved.

Counsel: *Macmorran, Q.C.*; *Boxall*. Solicitors: *Lawson Lewis*; *Sharpe, Parker & Co.*

J. F. C.

---

8. LOCAL GOVERNMENT — SEWERS — *New buildings — Refusal of local authority to approve plans*. An owner of land in a rural sanitary district proposed to develop it as a building estate, and deposited with the local authority plans of the proposed new streets and of the proposed buildings, from which it appeared that each of the buildings was to be drained with a separate drain ending in the soil of one of the proposed new streets. The local authority refused to approve the plans unless he would undertake to construct at his own expense the sewers with which the drains were intended to communicate and also the necessary main outfall sewer:—*Held*, that the local authority were not entitled to attach such a condition to their approval. THE QUEEN *v.* TYNEMOUTH DISTRICT COUNCIL. June 18. Divisional Court (Lord Russell of Killowen C.J. and Wills J.).

Counsel: *Robson, Q.C.*, and *Alex. Glen*; *Lawson Walton, Q.C.*, and *Willes Chitty*. Solicitors: *Leadbitter & Harvey*; *Williamson, Hill & Co.*, for *Whitehorn*, North Shields.

J. F. C.

---

9. POOR-RATE — OCCUPATION — *River-bed — Foreshore, moorings, and pontoon*. A railway company was rated to poor-rate in respect of property described as "foreshore and moorings, to which pontoon and apparatus are attached." For the purposes of a steam-ferry across a tidal navigable river, the railway company provided a pontoon, which was used as a landing-stage, and floated at high water, and settled on the mud at low water, in front of a pier, which projected into the river, and was built upon piles driven into the foreshore or bed of the river, and was the property of the corporation of the borough. The pontoon was fastened by chains or moorings to the pier, and to protect the piles of the pier the railway company had driven a pile into the bed of the river. This pile was bolted to the pier, but was the property of the railway company. The chain from the pontoon passed round this pile to reach the pile of the pier. On a case stated on appeal from the rate:—*Held*, that the railway company was not in occupation of the property charged, and therefore was not liable to be rated. MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY COMPANY *v.* GOVERNOR, DEPUTY-GOVERNOR, ASSISTANTS, AND GUARDIANS OF THE POOR IN THE TOWN OF KINGSTON-UPON-HULL. June 24. Divisional Court (Cave and Wills JJ.).

Counsel: *Ryde*; *Moulton, Q.C.*, and *F. Dent*. Solicitors: *Bell, Brodrick & Gray*, for *Robert H. Winter*, Hull; *Cunliffes & Davenport*, for *R. Lingard Monk*, Manchester.

P. B. H.

---

10. PRACTICE—JOINDER OF PLAINTIFFS—*Several causes of action—County Court Rules*, 1889, *Order* III., *r.* 1; *Order* XLIV., *r.* 18. Decision of the Divisional Court (*ante*, p. 68) affirmed. CARTER *v.* RIGBY. June 15. C. A. (Lord Esher M.R., Kay and A. L. Smith L.JJ.).

Counsel: *Bigham, Q.C.*, and *C. A. Russell*; *Jelf, Q.C.*, and *Ellis Hill*. Solicitors: *Preston, Stow & Preston*, for *Hollingshead & Moody*, Tunstall; *Watson, Sons & Room*.

A. M.

---

11. PRACTICE—LIBEL—*Interrogatories—Circulation of newspaper*. In an action against the proprietors of a newspaper for

Digitized by Google

an alleged libel published in their newspaper, the plaintiff administered an interrogatory to the defendants asking the number of copies printed and circulated of the issue of the newspaper in which the alleged libel was contained, and the defendants answered that a considerable number of copies of that issue were printed and published:—*Held*, that the defendants ought not to be ordered to give a further and better answer to the interrogatory. WHITTAKER *v.* SCARBOROUGH POST NEWSPAPER COMPANY. June 22. C. A. (Lord Esher M.R., Kay L.J. and A. L. Smith L.J.).

Parnell v. *Walter*, 24 Q. B. D. 441, overruled.

Counsel: *Montague Lush*; *Scott Fox*. Solicitors: *Iliffe, Henley & Sweet*, for *Watts, Kitching & Donner*, Scarborough; *Radford & Frankland*, for *Birdsall & Cross*, Scarborough. E. L.

---

12. PROBATE—WILL MADE IN EXECUTION OF A POWER OF APPOINTMENT—*Domicile of testator.* A testatrix, who died domiciled in France, made, in execution of a power of appointment, a will, which apart from that circumstance would have been invalid as not being in accordance with French law.

Held, on the authority of *In the Goods of Alexander*, 29 L. J. (N.S.) P. & M. 92, *In the Goods of Hallyburton*, L. R. 1 P. & D. 90, and *D'Huart* v. *Harkness*, 34 Beav. 324, that the will must be admitted to probate. IN THE GOODS OF HUBER. June 23. Jeune Pres.

Counsel: *Bargrave Deane*. Solicitor: *A. W. Burn*.

H. D. W.

---

13. THAMES—CONSERVATORS—*Right to take sand—Rights of owner of shore—"Bed"—"Shores"—Thames Conservancy Act*, 1894 (*c. clxxxvii.*), *s.* 87. Sect. 87 of the Thames Conservancy Act, 1894, makes it unlawful for any person other than the Conservators, their agents, &c., to dredge or raise sand from the bed of the Thames, except with the licence of the Conservators. The appellant raised sand, without such licence, from a place between high and low water-mark of the Thames, within the district of the Conservators. He claimed to take the sand under a licence from a lessee, holding under a lease, which demised the right to take sand from the place in question:—*Held*, that the place was part of the "shores" of the river, not of the "bed" within the meaning of sect. 87, that the Act did not interfere with the right of the lessee to license the appellant to take sand, and therefore the appellant could not be convicted of an offence against the Act. PEARCE *v.* BUNTING. THE QUEEN *v.* WEDD AND ANOTHER, *Ex parte* PEARCE. June 17. Divisional Court (Cave and Wills JJ.).

Counsel: *Channell, Q.C.*, and *Scrutton*; *Jelf, Q.C.*, and *J. E. Bankes*. Solicitors: *Farlow & Jackson*; *James Hughes*.

P. B. H.

---

14. TRESPASS—DAMAGES—*Deposit of spoil—Injury to land—Way-leave—Measure of damages.* The defendants for a period of about eight years tipped spoil from their colliery upon a plot of land belonging to the plaintiffs and covered about half of it with spoil to a great depth. The official referee assessed the damages at 200*l.*, the amount of the diminution in value of th plaintiffs' land. He reported that the plaintiffs contended th the proper measure of damage was the reasonable value to th defendants for tipping purposes of the plaintiffs' land when th tipping began, and he found this to be 963*l.* Held by Chitty J [1896] 1 Ch. 894, that on the principle of the way-leave cas (*Martin* v. *Porter*, 5 M. & W. 351; *Jegon* v. *Vivian*, L. 1 6 Ch. 742; and *Phillips* v. *Homfray*, L. R. 6 Ch. 770) th damages as to the part covered with spoil ought to be assesse on the latter principle, and the damages as to the rest on th former. This made the damages 550*l.*:—*Held*, on appeal by th defendants, that the principle of this judgment was right, th way-leave cases applying, as they went on the ground that person using another's land must pay for the use of it. WHI WHAM *v.* WESTMINSTER BRYMBO COAL AND COKE COMPAN June 24. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *C. A. Russell*; *F. Thompson*. Solicitors: *Norri Allens & Chapman*, for *J. B. Pollitt*, Manchester; *Field, Rosc & Co.*, for *Evan Morris & Co.*, Wrexham. H. C. J.

---

15. TRUSTEE—LIABILITY—*Right to contribution against a trustee—Statute of Limitations.* The principle established i *Wolmershausen* v. *Gullick*, [1893] 2 Ch. 514, that the Statute c Limitations does not begin to run against a surety suing co-surety for contribution until the liability of the surety i established, applies equally to the case of a trustee claimin contribution against his co-trustee in respect of a liabilit incurred from loss occasioned to the trust estate by their join default. In such a case, therefore, time does not begin to ru as between the co-trustees until the claim of the *cestui que trus* has been established against one of them. ROBINSON *v.* HARKIN June 17. Stirling J.

Counsel: *Hastings, Q.C.*, and *C. E. Bovill*; *Grosvenor Wood Q.C.*, and *Curtis Price*. Solicitors: *Clinton & Co.*; *W. S. Fisk*

G. A. S.

---

16. WILL—ABSOLUTE GIFT—*Subsequent condition repugnan —Legacies out of proceeds of sale.* A testator gave his planta tions in Assam and all other his estate to the plaintiff absolutel subject to the payment of his debts, general and testamentar expenses, and after appointing her executrix continued, "o any sale by the" plaintiff "of the said tea plantations I wil and direct her to pay my brother the sum of 1000*l.* out of th proceeds of such sale, also the further sum of 500*l.* out of th proceeds of such sale to" the testator's sister.

Held, first, that the direction to pay these legacies imposed n obligation on the plaintiff to sell, and secondly, that the tes tator had attempted to create a new kind of estate unknown t the law, and that the direction as to the payment of the legacie was repugnant and void, and that the property, therefore belonged to the plaintiff absolutely. *In re* ELLIOTT. KELLY *v* ELLIOTT. June 24. Chitty J.

Counsel: *Byrne, Q.C.*, and *A. R. Kirby*; *H. Terrell*. Solicitors: *Churchill*; *Lumley & Lumley*. W. C. D.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
EHRMANN *v.* EHRMANN	*C. A.*	74
FREWEN *v.* LAW LIFE ASSURANCE SOCIETY	*North J.*	74
LE BRASSEUR AND OAKLEY, *In re*	*C. A.*	74
MARÉCHAL SUCHET, THE	*Gorell Barnes J.*	73
ROCHEFOUCAULD *v.* BOUSTEAD	*Kekewich J.*	74
ROWLAND *v.* MICHELL	*Romer J.*	74
SMITH, *In re.* DAVIDSON *v.* MYRTLE	*Kekewich J.*	74

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, June 26.

Ballantyne & Co. and Others v. *Mackinnon.* Appeal from the Lord Chief Justice. Part heard.

MONDAY, June 29.

Wood v. *Ffrench.* Appeal from Collins J. Dismissed.

In re Proceedings under the River Pollution, &c., Acts, 1876 *and* 1893, *by the Derbyshire County Council against the Mayor, &c., of Derby, and In re the Local Government Act,* 1888, *&c., &c.* Appeal from Grantham and Collins JJ. Dismissed.

TUESDAY, June 30.

The Siberian. Steamship Allegheny of London, Limited v. *J. H. Allan and R. G. Allan, Owners of the Steamship Siberian.* Appeal from the President. Allowed.

WEDNESDAY, July 1.

The Barrister. Owners, Master and Crew of the Condor v. *Owners of the Barrister.* Appeal of defendants and cross-appeal of plaintiffs from the President. Part heard.

THURSDAY, July 2.

The Barrister. Owners, Master and Crew of the Condor v. *Owners of the Barrister.* Appeal of defendants and cross-appeal of plaintiffs from the President. Dismissed.

Maggie McNair. Greenock Steamship Company, Limited v. *Owners of the Steamship Maggie McNair.* Appeal from the President. Dismissed.

Winstanley. Owners of the Govino v. *Owners of Winstanley.* Appeal from the President. Part heard.

COURT II.

THURSDAY, June 25.

How v. *Earl Winterton.* Appeal from Kekewich J. *Cur. adv. vult.*

FRIDAY, June 26.

In re Le Brasseur and Oakley, and the Solicitors' Act. Appeal from Kekewich J. Dismissed.

In re Yates. Nochmer v. *Yates.* Appeal from Stirling J. Dismissed.

Johns v. *Johns* (Divorce). Appeal from Barnes J. Dismissed.

W. H. Hern v. *R. A. Hern* (Divorce). Appeal from Barnes J. Part heard.

MONDAY, June 29.

Fawcett v. *Homan and Rodgers.* Appeal from Romer J. Judgment delivered and appeal allowed.

W. H. Hern v. *R. A. Hern* (Divorce). Appeal from Barnes J. Part heard.

TUESDAY, June 30.

Bennetts & Co. v. *McIlwraith & Co.* Appeal from Collins J. Allowed.

Cargo Owners ex SS. Duke of Sutherland. Appeal from Collins J. Dismissed.

Nelson Bros., Limited v. *Shaw, Savill and Albion Company, Limited.* Appeal from Collins J. Dismissed.

Fowler v. *Shirley.* Appeal from Bruce J. Part heard.

WEDNESDAY, July 1.

Fowler v. *Shirley.* Appeal from Bruce J. Dismissed.

In re Davies. Parry v. *Parry.* Appeal from Kekewich J. Stands over for a week.

Ehrmann v. *Ehrmann.* Appeal from Stirling J. Allowed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 73 (1).

1. **ADMIRALTY — SALVAGE** —*Practice—Parties—Joinder of plaintiffs—Separate causes of action—Rules of the Supreme Court, Order* XVI., *r.* 1; *Order* XVIII., *r.* 1. The owners, masters, and crews of the steam-tugs *British King, Andrew Jolliffe, Sea King,* and *Great Emperor,* issued a writ of summons *in rem* in the Admiralty Division claiming reward for alleged salvage services rendered to the ship *Maréchal Suchet,* her cargo and freight, in

Digitized by Google

the Mersey. The owners of the ship and her cargo appeared as defendants, under protest, and moved to set aside the writ, or, in the alternative, that all the plaintiffs except one might be struck out on the ground that the causes of action of the owners, masters, and crews of the four tugs were separate and distinct.

Held, that the motion must be dismissed with costs, the practice in Admiralty not being affected by the provisions of Order XVI., r. 1, and Order XVIII., r. 1, as to parties to an action and joinder of causes of action, as interpreted by *Hannay* v. *Smurthwaite*, [1894] A. C. 494. THE MARÉCHAL SUCHET. June 29. Gorell Barnes J.

Counsel: *Carver; Butler Aspinall.* Solicitors: *Rowcliffes, Rawle & Co.*, for *Hill, Dickinson & Co.*, Liverpool; *Ewer & Neave*, for *H. J. Holme*, Liverpool. T. L. M.

---

2. EVIDENCE — PRIVILEGE —*Solicitor and client—Conversation between one party and the solicitor of the other—Joint consultations.* All statements made at joint consultations between parties and their respective solicitors or counsel, even though made by one party to the solicitor or counsel of the other, are privileged: so also is a statement made by one party to the solicitor of the other at an interview between them alone, held at the request of that other party. ROCHEFOUCAULD *v.* BOUSTEAD. June 19. Kekewich J.

Counsel: *Haldane, Q.C.*, and *T. L. Gilmour; Renshaw, Q.C.*, and *G. Lawrence.* Solicitors: *G. H. C. Lea; Hollams, Sons, Coward & Hawksley.* G. I. F. C.

---

3. LETTERS OF REQUEST — EXAMINATION OF WITNESSES ABROAD. In an action for the dissolution of a partnership between wine merchants on the ground of misconduct of the defendant, the plaintiffs alleged (*inter alia*) that the defendant had bribed the agent of a carrier to give him the lists of the names of persons to whom the carrier forwarded wines from continental wine merchants, which lists had been sent by the defendant to the plaintiffs, who did not know how they had been obtained, to assist them in obtaining orders. The plaintiffs applied for letters of request to the Courts of Germany to examine witnesses there to shew that the merchants referred to in the lists had sent the wines by that carrier to the customers mentioned in the list, and Stirling J. ordered letters of request to be issued:—*Held*, on appeal, that the point the plaintiffs had to prove was bribery, and that the evidence which they proposed to obtain in Germany was no evidence of bribery, though it might be useful as corroborative evidence in support of direct evidence of bribery; and that letters of request ought not to be issued, for that they would only be issued where the evidence to be obtained under them would be material to the case in hand, and not merely collateral evidence to bolster up other evidence. EHRMANN *v.* EHRMANN. July 1. C. A. (Lindley and Lopes L.JJ.).

Counsel: *Buckley, Q.C.*, and *H. Terrell; Jelf, Q.C.*, and *Solomon.* Solicitors: *Wild & Wild; Goldberg, Langd Barrett & Newall.* H. C. J.

---

4. SOLICITOR AND CLIENT — COSTS — *Taxation —Comm order —Moneys received by solicitor for client —Counsel's fe* The provision in the common order to tax a solicitor's bi that the solicitor do give credit "for all sums of money by hi received of or on account of" the client, includes and is co fined to all moneys which the solicitor in his character solicitor or agent of the client has received, or is legally equitably liable to pay over to the client, and against which sued for by the client) the solicitor could set off his costs wh taxed. But the solicitor is not bound to give credit for mone received by him in respect of fees due by him to the client counsel in matters not connected with the bill of costs. *In* LE BRASSEUR AND OAKLEY. June 26. C. A. (Lindley, Lop and Rigby L.JJ.).

Counsel: *Cababé; Warrington, Q.C.*, and *G. Cave.* Sol citors: *Cox & Lafone; Le Brasseur & Oakley.* W. L. C.

---

5. TRADE-MARK — PORTRAIT—*Patents, Designs, and Tra Marks Act*, 1888 (*c.* 60), *s.* 10. The portrait of the designer a trade-mark may be a distinctive device so as to be a goo trade-mark. ROWLAND *v.* MICHELL. July 1. Romer J.

In re Anderson's Trade-mark, 26 Ch. D. 409, distinguished.

Counsel: *Eve, Q.C.*, and *J. M. Gover; Oswald, Q.C.*, an *R. Edmondson.* Solicitors: *C. & E. Woodroffe; C. E. Osc Walker.* F. E.

---

6. TRUSTEE — INVESTMENT—"*Company incorporated by A of Parliament.*" Where by a will made in 1895 trustees we enpowered to invest in the bonds, debentures, or debentu stock of any "company incorporated by Act of Parliament":- *Held*, that the trustees were not justified in investing in sec rities of a company incorporated by registration under t Companies Act, 1862. *In re* SMITH. DAVIDSON *v.* MYETT June 25. Kekewich J.

Elve v. *Boyton*, [1891] 1 Ch. 501, distinguished.

Counsel: *Renshaw, Q.C.*, and *Jason Smith; Warmington, Q. Warrington, Q.C.*, and *Lambert; Haldane, Q.C.*, and *Meth Bramwell Davis, Q.C.*, and *Owen Thompson; A. à Becket Ter* Solicitors: *R. S. Taylor & Humbert; William Stubbs*, for *Hir Capes*, Harrogate; *Theodore Allingham.* C. C. M. D

---

7. WILL — DEVISES OF ONEROUS AND BENEFICIAL P PERTY—*Tenant for life.* A tenant for life of estates settled will:—*Held*, bound to keep down interest in respect of cha on the several parts of the estates out of the income of whole. FREWEN *v.* LAW LIFE ASSURANCE SOCIETY. June North J.

Counsel: *Swinfen Eady, Q.C.*, and *Dauney; Vernon Sm Q.C.*, and *Methold.* Solicitors: *Collisson & Prichard; Wal Deverell & Co.* D. R.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BINNS, *In re*	*North J.*	76
ELLIS *v.* ELLIS	*Jeune Pres. and Gorell Barnes J.*	76
MARIPOSA, THE	*Gorell Barnes J.*	75
REG. *v.* LILLYMAN	*C. C. R.*	76
ROSE MARIE GOLD MINING COMPANY, *In re*	*North J.*	76

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, July 3.

Winstanley. Owners of the Govino v. *Owners of Winstanley.* Appeal from the President. Dismissed.

Sabrina. Owners of the SS. Imbro v. *Owners of the SS. Sabrina.* Appeal from the President. Dismissed.

Sarah Radcliffe. Sarah Radcliffe SS. Company, Limited v. *Bellamy & Co.* Appeal from the President. Part heard.

TUESDAY, July 7.

Sarah Radcliffe. Sarah Radcliffe SS. Company, Limited v. *Bellamy & Co.* Appeal from the President. Dismissed.

Urbino. Owners of the SS. Rhine v. *Owners of SS. Urbino.* Appeal from Barnes J. Part heard.

WEDNESDAY, July 8.

Urbino. Owners of the SS. Rhine v. *Owners of SS. Urbino.* Appeal from Barnes J. Dismissed.

Oporto. Steamship Joseph Company, Limited v. *Frederick Leyland & Co, Limited.* Appeal from the President. Dismissed.

D'Errico v. *Samuel and Hand.* Appeal from Cave and Wills JJ. Part heard.

THURSDAY, July 9.

Stamp v. *Williams and Another.*
Kelly v. *Williams and Another.* Application for judgment or new trial. New trial ordered.

Carew and Others v. *Camoys.* Appeal from Day J. Allowed.

D'Errico v. *Samuel and Hand.* Appeal from Cave and Wills JJ. Allowed.

Ballantyne & Co. and Others v. *Mackinnon.* Appeal from the Lord Chief Justice. *Cur. adv. vult.*

Osman v. *Raphael.* Appeal from Collins J. Dismissed.

COURT II.

FRIDAY, July 3.

Wilson v. *Sich.* Appeal from Kekewich J. Dismissed.

In re Dawson. Dawson v. *Dawson.* Appeal from Kekewich J. Dismissed.

Salter v. *Salter* (Probate). Appeal from the President. Dismissed.

SATURDAY, July 4.

Hern v. *Hern* (Divorce). Appeals from Barnes J. Judgment reserved till July 8.

In re the Undertaking of the Worcester and Broom Railway. Appeal from Stirling J. Dismissed.

MONDAY, July 6.

In re Hiscoe. Hiscoe v. *Waite.* Appeal from Kekewich J. Allowed.

In re Chapman. Cox v. *Chapman.* Appeal from Kekewich J. Stands over with leave to issue summons to vary chief clerk's certificates.

In re Puerto Cabello and Valencia Railway Company, Limited. Appeal from Stirling J. Part heard.

TUESDAY, July 7.

In re Puerto Cabello and Valencia Railway Company, Limited. Appeal from Stirling J. Dismissed.

Graydon v. *Basset.* Appeal from Stirling J. Part heard.

WEDNESDAY, July 8.

Hern v. *Hern* (Divorce). Appeals from Barnes J. Dismissed.

Attorney-General v. *Kirk.* Appeal from Kekewich J. Allowed.

Graydon v. *Basset.* Appeal from Stirling J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference,
e.g. *W. N.* (96) 75 (1).

1. **ADMIRALTY—SALVAGE (LIFE)**—*Authority of master—Contract with passengers—Tender.* On the 24th of September, 1895, the steamship *Sardinian*, belonging to the plaintiffs, from Montreal to Liverpool, whilst proceeding through the Straits of Belleisle, fell in with a schooner which delivered a message from the master of the steamship *Mariposa* (belonging to the defendants, on a voyage from Montreal to Liverpool, with twenty-eight cabin passengers, two stowaways, a crew of eighty-seven, and cargo), that his vessel had gone ashore in a

Digitized by Google

fog on the coast of Labrador, that the passengers and crew were ashore, and requesting assistance. The *Sardinian* proceeded to the spot, and took off the cabin passengers, stowaways, and nineteen of the crew, and, on the 1st of October, landed them at Liverpool.

On the 25th of September the steamship *Austrian*, also belonging to the plaintiffs, from London to Montreal, saw the *Mariposa* stranded and flying signals for assistance. Shortly after, a boat from the *Mariposa* brought a letter from the master of that vessel requesting the master of the *Austrian* to take the remainder of his crew to Quebec, and to communicate with the nearest point for assistance to be sent, which was done. The passengers' tickets contained a clause rendering the defendants "not liable for loss or delay from the act of God . . . perils of the seas, rivers or navigation, accident to or of machinery, boilers or steam, or of the wrongful act or default of the company's servants whether on board the steamer or not. . . ."

The plaintiffs sued the defendants in personam for salvage, or in the alternative, for remuneration for services rendered at request. The defendants pleaded that the value of the property saved to them was 335*l.*, and tendered and paid into Court the sum of 200*l.* in satisfaction.

Held, that the sum tendered was sufficient to cover any claim of the plaintiffs, as, on the authority of the *Cargo ex Woosung*, 3 Asp. M. L. C. 50, no claim for life salvage could, in the circumstances, be maintained, and that the master acted as the agent of the passengers, and not of the defendants, who were not under any obligation to forward the passengers to their destinations. THE MARIPOSA. July 9. Gorell Barnes J.

Counsel: *Sir Walter Phillimore* and *Scrutton*; *Joseph Walton, Q.C.*, and *A. D. Bateson*. Solicitors; *Pritchard & Sons*; *Stokes & Stokes*, for *Batesons, Warr, & Wimshurst*, Liverpool.

T. L. M.

---

2. CRIMINAL LAW—EVIDENCE—*Rape—Particulars of complaint.* Upon the trial of an indictment for rape, or other kindred offences against women or girls, the fact that a complaint was made by the prosecutrix recently after the alleged occurrence, and the particulars of such complaint, may, so far as they relate to the charge against the prisoner, be given in evidence on behalf of the prosecution, not as being evidence of the facts complained of, but as evidence of the consistency of the conduct of the prosecutrix with the story told by her in the witness-box, and as negativing consent on her part. REG. v. LILLYMAN. June 16. C. C. R. (Lord Russell of Killowen C.J., Pollock B., Hawkins, Cave, and Wills JJ.).

Counsel: *J. E. Fox*; *Sir R. B. Finlay, S.-G., H. Sutton*, and *Craxroft*. Solicitors: *Williams & Son*, Lincoln; *The Solicitor to the Treasury*.

W. J. B.

---

3. DIVORCE — JUSTICES — *Separation order — "Persistent cruelty . . . or wilful neglect to provide reasonable maintenance"—Summary Jurisdiction (Married Women) Act*, 1895 (*c.* 39), *ss.* 4, 8. "Persistent cruelty" to and "wilful neglect to provide reasonable maintenance" for a wife, are not continuing offences. Where, therefore, it appeared that a husband was summoned in 1896 for offences which had caused his wife to leave her home in 1889:—*Held*, that the application, not having been made within six months, under sect. 8, must be dismisse

ELLIS *v.* ELLIS. July 7. Jeune Pres. and Gorell Barnes J.

Counsel: *Gover*; *Lewis Thomas*. Solicitors: *Kent & Co.* *Busk & Mellor*.

H. D. W.

---

4. EXECUTOR—RETAINER—*Debt due from bankrupt legat*

A father deposited a sum of 2400*l.* with a bank as a continuir security for any amount which might from time to time l owing to the bank by a firm in which his two sons were tl only partners. By his will the father gave legacies to the tw sons. At the date of the father's death the sons' firm owe 8858*l.* to the bank. After the father's death the sons wer adjudicated bankrupts. The bank proved in the bankrupt for the whole 8858*l.* No dividend had yet been paid in tl bankruptcy, but it was admitted that the dividends would n be sufficient to pay the bank in full, and that the bank woul ultimately appropriate the 2400*l.* towards payment of the debt:—

Held, that the father's executors were not entitled to retai the legacies given to the sons as against the liability of th father's estate as surety to the bank, but that the trustee in th sons' bankruptcy was entitled to receive the legacies. *In r* BINNS. July 9. North J.

In re Watson, [1896] 1 Ch. 925, was cited.

Counsel: *Swinfen Eady, Q.C.*, and *Scott Fox*; *Vernon Smill Q.C.*, and *Tanner*. Solicitors: *Steavenson & Couldwell*; *Jaqu & Co.*

W. L. C.

---

5. PRACTICE—SOLICITOR AND CLIENT—*Solicitor dischargin himself—Motion by client for delivery up of papers—Title o notice of motion.* A shareholder in a company employed a soli citor to take proceedings for the rectification of the register o shareholders by omitting his name therefrom, and notice o motion for this purpose was given by the solicitor unde sect. 35 of the Companies Act, 1862. Before the motion ha been heard the shareholder gave a notice of motion, entitled onl in the matter of the company and in the matter of the Com panies Acts, that the solicitor might be ordered forthwith t deliver up to the client, or his present solicitor, all brief papers, &c., in or connected with the matter which were in th first solicitor's hands as the applicant's solicitor, the presen solicitor giving the ordinary undertaking to prosecute th matter on behalf of the applicant with all due diligence, &c It was alleged that the first solicitor had discharged himsel On the hearing of this motion the preliminary objection wa taken by the respondent that the notice of motion ought t have been entitled "In the matter of the first solicitor," namin him.

Held, that it was not necessary to entitle the notice of motio in the matter of the solicitor.

On the evidence the Court *held* that the solicitor had dis charged himself, and an order was made as asked. *In re* Ros MARIE GOLD MINING COMPANY. July 3. North J.

Heslop v. *Metcalfe*, 3 M. & C. 183, and *Robins* v. *Goldingham* L. R. 13 Eq. 440, were cited.

Counsel: *Vernon Smith, Q.C.*, and *P. F. Wheeler*; *Swinfen Eady, Q.C.*, and *E. C. Macnaghten*. Solicitors: *J. S. Tyler Beall & Co.*

W. L. C.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CARRUTHERS *v.* CARRUTHERS AND OTHERS	*H. L.*	78
HAMPSHIRE LAND COMPANY, *In re*	*Vaughan Williams J.*	78
HIGGINSHAW MILLS AND SPINNING COMPANY, *In re*	*C. A.*	78
HIGHLAND RAILWAY COMPANY *v.* GREAT NORTH OF SCOTLAND RAILWAY COMPANY	*H. L.*	77
NEW ORMONDE CYCLE COMPANY, *Ex parte*	*North J.*	78
NORTON *v.* DASHWOOD	*Chitty J.*	78
REG. *v.* VESTRY OF ST. MATTHEW, BETHNAL GREEN	*C. A.*	78
WOOD, *In re.* ATTORNEY-GENERAL *v.* ANDERSON	*Romer J.*	78

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, July 10.

In re George. Appeal from Mr. Registrar Linklater. Dismissed.
In re Campbell. Appeal from Mr. Registrar Giffard. Dismissed.
In re an Arbitration between Gerald Barker and Pearson and Knowles Coal and Iron Company, Limited. Appeal from Pollock B. and Day J. Allowed.

MONDAY, July 13.

Elliott v. *Marie Rose Gold Mining Company.* Appeal from Bruce J. Varied.
Blanc v. *Burrows.* Appeal from Bruce J. Dismissed.

TUESDAY, July 14.

The Queen v. *Vestry of the Parish of St. Matthew, Bethnal Green.* Appeal from the Lord Chief Justice and Wright J. Dismissed.
Metropolitan Light Company, Limited v. *Gunning.* Appeal from Day J. Dismissed.
Eichholz v. *Seal.* Appeal from Collins J. Part heard.

WEDNESDAY, July 15.

Miles v. *Great Western Railway Company.* Appeal from Pollock B. and Bruce J. Dismissed.
Sailing Ship Riversdale Company, Limited v. *Paterson and Simons.* Appeal from Mathew J. Dismissed.

THURSDAY, July 16.

Eichholz v. *Seal.* Appeal from Collins J. Dismissed.
Rutland. Owners of Edenbridge v. *W. Green & Others, Owners of the Steamship Rutland.* Appeal from the President. Dismissed.

COURT II.

THURSDAY, July 2.

Manchester and County Bank, Limited v. *Higginshaw Mills and Spinning Company, Limited.* Appeal from V.-C. of County Palatine of Lancaster. Allowed.
In re Lincoln's Inn Fields Trusts and London County Council Improvement Act, 1894, *and In re Lands Clauses, &c., Act.* Appeal from Kekewich J. Dismissed.
Wilson v. *Sich & Co., Limited.* Appeal from Kekewich J. Part heard.

FRIDAY, July 10.

In re Hamilton. Cudogan v. *Fitzroy.* Appeal of F. H. Fitzroy and Another from Kekewich J. Allowed. Appeal of Baron Leigh and Others. No order made.
In re Brown. Quincey v. *Quincey.* Appeal from Kekewich J. Dismissed.

SATURDAY, July 11.

No sittings.

MONDAY, July 13.

No sittings.

TUESDAY, July 14.

No sittings.

WEDNESDAY, July 15.

No sittings.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference,
e.g. *W. N.* (96) 77 (1).

1. **ARBITRATION—ADMISSIBILITY OF EXTRINSIC EVIDENCE.** Where the award is in the express and distinct words of the reference; and the words are not ambiguous; it is not competent to enter upon inquiry whether the arbiter understood the whole scope of his award. Appeal dismissed with costs, 32 S. L. R. 275. HIGHLAND RAILWAY COMPANY *v.* GREAT NORTH OF SCOTLAND RAILWAY COMPANY. July 16. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Morris and Shand).

Counsel: *Littler, Q.C., Henry Johnston,* and *David Dundas;*

Digitized by Google

A. Graham Murray, L.A., Q.C., Cripps, Q.C., and *Ferguson* (all, but the first and fifth, of the Scottish Bar). Solicitors: *Martin & Leslie*, for *J. K. & W. P. Lindsay, W.S.*, Edinburgh; *Dyson & Co.*, for *Gordon, Falconer & Fairweather, W.S.*, Edinburgh.

G. J. W.

---

2. COMPANY—BORROWING—*Irregularity—Notice—Common directors and secretary.* The articles of association of a limited company (*a*) empowered its directors to borrow money but not to an amount greater than that of its paid-up capital without the previous assent of a general meeting, and (*b*) required that notices convening a general meeting should specify the general nature of any special business to be transacted. A general meeting passed a resolution authorizing the directors to borrow 30,000*l.*, although the paid-up capital was only 10,000*l.* The notices convening the meeting did not refer to the proposed borrowing. The 30,000*l.* was borrowed from a building society which had its offices in the same building as that in which the offices of the company were, and four of the directors and the secretary of which were directors and the secretary of the company:—*Held*, on the authority of *In re Marseilles Extension Railway Company*, L. R. 7 Ch. 161, and *Gale* v. *Lewis*, 9 Q. B. (N.S.) 730, that the knowledge of the officers of the company as to the irregularity in summoning the meeting could not be imputed to the society; that on the authority of *Royal British Bank* v. *Turquand*, 6 El. & Bl. 327, the society had a right to assume that all the essentials of internal management had been carried out by the company; and that the society was entitled to prove for the loan in the winding-up of the company. *In re* HAMPSHIRE LAND COMPANY. July 9. Vaughan Williams J.

Counsel: *Bramwell Davis, Q.C.*, and *C. E. E. Jenkins*; *Haldane, Q.C., Eve, Q.C.*, and *E. C. Macnaghten*. Solicitors: *Munns & Longden*; *Learoyd, James & Mellor*.

F. E.

---

3. COMPANY—WINDING-UP—*Mortgage—Mortgagee's right to distrain—Companies Act*, 1862 (*c.* 89), *ss.* 87, 163. Where the liquidators and receivers of a company in liquidation, and whose property was in mortgage, took possession of the company's property and carried on the company's business, so as to be in a position to sell it as a going concern, the Court, under ss. 87 and 163 of the Companies Act, 1862, refused to give the mortgagee leave to distrain for interest accruing since the date of taking possession. *In re* HIGGINSHAW MILLS AND SPINNING COMPANY. July 2. C. A. (Lindley and Lopes L.JJ.).

Counsel: *Buckley, Q.C.*, and *Radford*; *Astbury, Q.C.*, and *J. A. Tweedale*. Solicitors: *Rowcliffes, Rawle & Co.*, for *Ascrofts & Maw*, Oldham; *Woodcock, Ryland & Parker*, for *Tweedale, Sons & Lees*, Oldham.

G. I. F. C.

---

4. ESCHEAT—PROCEEDS OF SALE NOT EFFECTUALLY DISPOSED OF—*Intestates' Estates Act*, 1884 (*c.* 71), *ss.* 4, 7. A testatrix devised a house of which she was legally seised in fee to her executors upon trust for sale, and out of the proceeds to pay her debts, funeral expenses, and legacies. There was no residuary gift. She died without an heir, and after payment of the debts, &c., there was a balance of the proceeds of sale in the hands of the executors:—*Held*, that the balance did not belong to the executors for their own benefit, but escheated to the Crown. *In re* WOOD. ATTORNEY-GENERAL *v.* ANDERSON. July 14. Romer J.

Counsel: *Ingle Joyce* (*Sir R. Webster, A.-G.*, with him): *Neville, Q.C.*, and *Ribton*. Solicitors: *Solicitor to the Treasury*; *Woodbridge & Sons*, for *Senior & Lambert*, Richmond, Surrey.

F. E.

---

5. EXECUTOR AND DEVISEE—WILL—*Heirlooms—Fixtures—Tapestry.* Tapestry which had been cut and pieced so as to cover the walls of a room and the spaces left by the doors and mantelpiece, and hung by being nailed to wooden battens let into the plaster and nailed into the brickwork:—*Held*, to pass as a fixture under a devise of the mansion-house. NORTON *v.* DASHWOOD. July 7. Chitty J.

D'Eyncourt v. *Gregory*, L. R. 3 Eq. 382, followed.

Counsel: *Farwell, Q.C.*, and *T. L. Wilkinson*; *Byrne, Q.C.*, and *Dunham*. Solicitors: *Long & Gardiner*; *Morse & Simpson*.

W. C. D.

---

6. METROPOLIS — MANAGEMENT ACTS — *Sewer — Drain—Metropolis Management Act*, 1855 (*c.* 120), *ss.* 69, 250. Judgment of Divisional Court (the Lord Chief Justice and Wright J.), reported [1896] 2 Q. B. 95, affirmed. THE QUEEN *v.* VESTRY OF ST. MATTHEW, BETHNAL GREEN. July 14. C. A. (Lord Esher M.R. and A. L. Smith L.J.).

Counsel: *Jelf, Q.C.*, and *Beven*; *R. C. Glen*. Solicitors *C. E. Mortimer*; *R. Voss*.

E. L.

---

7. PATENTS, DESIGNS, AND TRADE MARKS ACTS, 1883 to 1888 (c. 57), s. 87—REGISTER OF TRADE-MARKS—*Change of name.* Where a limited company the registered owner of a trade-mark changes its name, the comptroller's duty is on request to substitute the new name for the old name on the register. *Ex parte* NEW ORMONDE CYCLE COMPANY. July 10. North J.

Counsel: *J. Cutler*; *Ingle Joyce*. Solicitors: *R. E. Campbell*; *Solicitor to the Board of Trade*.

D. P.

---

8. TRUST—PERSONAL LIABILITY OF TRUSTEES. Where a testator gives power to his trustees to appoint a manager of the estates, who might be one of themselves; but directed them to require annual accounts; the trustees are guilty of *culpa lata* if they fail to call for annual accounts. Interlocutor of the Second Division of the Court of Session, 22 Rettie 775, reversed. CARRUTHERS *v.* CARRUTHERS AND OTHERS. July 13. H. L. (Lords Herschell, Watson, Macnaghten, Morris, Shand and Davey).

Counsel: *A. S. D. Thomson*; *John Craigie* (both of the Scottish Bar). Solicitors: *Ranger, Burton & Frost*, for *Finlay & Wilson, S.S.C.*, Edinburgh; *Robins, Hay, Waters & Lucas*, for *Mackenzie & Black, W.S.*, Edinburgh.

G. J. W.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

	PAGE
ALKALINE REDUCTION SYNDICATE, *In re.* AMES'S CASE *Vaughan Williams J.*	79
BREWER'S SETTLEMENT, *In re.* MORTON *v.* BLACKMORE *Chitty J.*	80
DIXON *v.* GREAT WESTERN RAILWAY COMPANY *Lord Russell of Killowen C. J.*	80

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, July 17.

Worthington v. *Robinson.* Appeal from Bruce J. Dismissed.
Seaward v. *Dennington.* Appeal from Bruce J. Dismissed.
Duncan & Co. v. *Oldershaw.* Appeal from Bruce J. Dismissed.
Hood Barrs v. *Heriot.* Appeal from Pollock B. Dismissed.
Anglo-West Australian Agency, Limited v. *Russell.* Appeal from Bruce J. Allowed.

SATURDAY, July 18.

Hood Barrs v. *Heriot.* Appeal from Pollock B. Dismissed.
Hockley v. *Ansah* (*Regan, garnishee*). Appeal from Pollock B. Dismissed.
Bennetts & Co. v. *McIlwraith & Co.* Appeal from Collins J. Part heard.

MONDAY, July 20.

The Queen on the prosecution of the Right Hon. George Manners, Baron Hastings v. *Rural District Council of Tynmouth.* Appeal from the Lord Chief Justice and Wills J. Dismissed.

TUESDAY, July 21.

Manchester, Sheffield, and Lincolnshire Railway Company v. *Governor, &c., of the Poor of Kingston-upon-Hull.* Appeal from Cave and Wills JJ. Dismissed.

In re the Taxation of Costs. In re Henry Trinder, Arnold Trinder, and Frederick Hugh Capron, &c. Ex parte Heddle. Appeal from Pollock B. Allowed.
Willesden Local Board v. *Wright.* Appeal from Pollock B. Dismissed.

WEDNESDAY, July 22.

Gill v. *Great Eastern Railway Company.* Appeal from Cave and Wills JJ. Dismissed.
Foster v. *Foster.* Appeal from Wright J. Dismissed.
The Hamilton. British and Foreign Marine Insurance Company and Others v. *Hamilton Steamship Company, Limited.* Appeal from Barnes J. Part heard.

THURSDAY, July 23.

The Hamilton. British and Foreign Marine Insurance Company and Others v. *Hamilton Steamship Company, Limited.* Appeal from Barnes J. Dismissed.
Barwick and Others v. *Ind, Coope and Company, Limited.* Appeal from Wills J. *Cur. adv. vult.*

COURT II.

MONDAY, July 20.

In re Chapman. Cocks v. *Chapman.* Appeal of defendant from order of Kekewich J., dated December 17, 1895, and summons to vary.
In re Same. Same v. *Same.* Appeal of defendant from order of Kekewich J., dated June 5, 1896.
In re Same. Same v. *Same.* Appeal of plaintiff from order of Kekewich J., dated June 17, and summons to vary. Part heard.

TUESDAY, July 21.

In re Chapman. Cocks v. *Chapman.* Three appeals. Hearing concluded. *Cur. adv. vult.*
Taylor v. *Pease.* Appeal from Romer J. Part heard.

WEDNESDAY, July 22.

How v. *Earl Winterton.* Appeal from Kekewich J. Dismissed.
Taylor v. *Pease.* Appeal from Romer J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference,
e.g. *W. N.* (96) 79 (1).

1. **COMPANY — WINDING-UP**—*Contributory—Bonus shares—Companies Act,* 1867 (*c.* 131), *s.* 25. By a contract with a trustee for a company about to be formed it was agreed that seventy-five out of the hundred shares of the company should be allotted as fully paid up to the vendors as the consideration for the property thereby agreed to be sold, and this agreement was

Digitized by Google

filed with the Registrar of Joint Stock Companies. Shortly after the incorporation of the company some friends of the vendors were willing to subscribe in cash for the rest of the shares; and it was suggested that the vendors were receiving too many shares and too great a voting power, and that they should give up twenty-five of their shares to these cash subscribers. Subsequent resolutions of the board of directors, and another agreement with the company, recognised that 5000*l.* in cash had by mistake been omitted from the former agreement although it was part of the consideration, and confirmed the payment of that sum to the vendors, and subject to this alteration and to twenty-five of the seventy-five shares being distributed by the vendors among the cash subscribers, and to the approval of an extraordinary general meeting of the company, the old agreement was adopted. The new agreement was also filed with the registrar. An extraordinary meeting approved the transaction, and the company then allotted twenty-five of the vendors' shares to the cash subscribers direct, under certificates stating that the shares were fully paid up. No invitation was given to the public to apply for shares, although it was contemplated that the public should be appealed to later on. In the winding-up of the company certain creditors proved their debts, and the liquidator applied to have the cash subscribers (some of whom were directors at the time of the above transaction) placed on the list of contributories.

Held, that if the vendors had been entitled to the twenty-five distributed shares the effect of allotting the shares to the cash subscribers direct would not have placed the latter in a worse position than if the shares had been allotted to the vendors and then transferred, but that as the vendors were never entitled to the twenty-five shares as part of the consideration, and the agreement was really between the company and the cash subscribers for a gift of shares from the company to the cash subscribers, the filing of the contracts did not help the subscribers, and they were liable to contribute the full nominal amount of the bonus shares in cash. *In re* ALKALINE REDUCTION SYNDICATE. AMES'S CASE. July 18. Vaughan Williams J.

Counsel: *Grosvenor Woods, Q.C., C. E. E. Jenkins*, and *Munns; Farwell, Q.C., R. J. Parker*, and *Howard Wright; Jelf, Q.C.*, and *George Hart; Byrne, Q.C.*, and *Methold; Ingle Joyce; Eve, Q.C.*, and *Martelli*. Solicitors: *Munns & Longden; F. C. Mathews, Browne & Co.; Freshfields & Williams; Lindo & Co.; Budd, Johnson & Jecks; Ingle, Cooper & Holmes; G. E. Philbrick*, for *Battishill & Houlditch*, Exeter. F. E.

---

2. RAILWAY—STATUTORY FENCE—*Defect in—Limitation.* By sect. 68 of the Railways Clauses Act, 1845, the company shall make and at all times maintain certain works for the accommodation of land adjoining the railway, including (*inter alia*) sufficient fences to prevent cattle of the owners or occupiers of such land from straying thereout. By sect. 73 the company "shall not be compelled to make any further or additional accommodation works . . . after the expiration . . . of five years from . . . the opening of the railway for public use." Owing to a defect in a fence belonging to the defendants, a railway company, and separating their railway from land in the occupation of the plaintiff, a colt of the plaintiff escaped from such land through the fence on to the land of the defendants and was injured. The fence in question was erected by the defendants for the purpose of preventing cattle from straying, but was not so erected until more than five years after the opening of the railway for public use:—*Held*, that sect. 73 did not relieve the defendants from liability to make good the plaintiff's loss. DIXON *v.* GREAT WESTERN RAILWAY COMPANY. July 15. Lord Russell of Killowen C.J.

Counsel: *Montague Lush; Bucknill, Q.C.*, and *Lyttelton*. Solicitors: *Graham Gordon; Nelson*. J. F. C.

---

3. SETTLEMENT OF SETTLOR'S OWN PROPERTY—DETERMINABLE LIFE INTEREST—*Bankruptcy of settlor—Breach of trust—Forfeiture.* In 1878, property of the settlor was assigned to trustees, upon trust to pay the income to the settlor until his death, or his becoming bankrupt, or until he should assign or incumber the same, or do or suffer anything whereby the income or some part thereof should become payable to or vested in some other person. The settlor subsequently induced the trustees to lend him nearly the whole of the trust fund on the security of his personal covenant, and the money thus obtained was applied by him for his own purposes. In 1891 the settlor became bankrupt. After the bankruptcy, proceedings were instituted against the trustees, by the persons entitled to the trust fund after the cesser of the settlor's interest, to compel them to make good the breach of trust, and the fund was replaced. The question now argued was, whether the settlor's life interest had determined previously to the bankruptcy by the dissipation of the trust fund:—

Held, that the settlor's life interest had not been forfeited prior to the bankruptcy, and that the limitation until bankruptcy being void as against his creditors, the settlor's life interest passed to his trustee in bankruptcy. *In re* BREWER'S SETTLEMENT. MORTON *v.* BLACKMORE. July 15. Chitty J.

Counsel: *Byrne, Q.C., Farwell, Q.C.*, and *St. John Clerke*; *Levett, Q.C.*, and *Ribton*. Solicitors: *A. M. Bradley; Woodbridge & Sons*. W. C. D.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the Law Reports, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
Barnes (or Ross) v. Ross	H. L.	83
Dibley and Others, Appts.; Perkes, Resp.	H. L.	83
Devon's (Earl of) Settled Estates, *In re*	Chitty J.	83
Dorton, *In re*. Matheson v. Ludwig	Romer J.	82
Ernest v. Loma Gold Mines	Chitty J.	82
Gray, *In re*. Akers v. Sears	North J.	83
How v. Lord Winterton	C. A.	84
New Transvaal Company, *In re*	Vaughan Williams J.	82
Pollard's Settlement, *In re*	C. A.	83
Seaman v. Burley	C. A.	82

COURT OF APPEAL.

Record of Business.

COURT I.

Friday, July 24.

In re Ward. Appeal from Mr. Registrar Linklater. Dismissed.
Eley v. *Read.* Appeal from Hawkins and Kennedy JJ. Part heard.

Monday, July 27.

Bennetts & Co. v. *McIlwraith & Co.* Appeal from Collins J. *Cur. adv. vult.*
Eley v. *Read.* Appeal from Hawkins and Kennedy JJ. Dismissed.
Douglas, Norman & Co. v. *Cathcart.* Application of plaintiffs to dismiss defendant's appeal for want of prosecution, &c. Dismissed.
Tottenham Urban District Council v. *Williamson & Sons, Limited.* Appeal from Day J. Dismissed.

Tuesday, July 28.

Seaman v. *Burley.* Appeal from Day and Lawrance JJ. Dismissed.
Bradford v. *Holme and King.* Application for judgment or new trial. Allowed.
Mercantile Agency Company, Limited v. *Flitwick Chalybeate Company.* Application for judgment or new trial. Dismissed.

Wednesday, July 29.

Marshall v. *Houston.* Application for judgment or new trial. Dismissed

Thursday, July 30.

Ballantyne & Co. and Others v. *Mackinnon.* Appeal from the Lord Chief Justice. Dismissed.
Barwick and Others v. *Ind, Coope & Co., Limited.* Appeal from Wills J. Dismissed.
Cohn v. *Transvaal Exploring Company, Limited.* Application of Defendant Company for judgment or new trial. Judgment for defendants.

COURT II.

Thursday, July 23.

Taylor v. *Pease.* Appeal from Romer J. Dismissed.
In re Pollard's Settlement. Appeal from Chitty J. Dismissed.
Macaire v. *Aarons.* Appeal from Kekewich J. Part heard.

Friday, July 24.

Macaire v. *Aarons.* Appeal from Kekewich J. Dismissed.
Pitt-Pitts v. *E. George & Co.* Appeal from Kekewich J. Part heard.

Monday, July 27.

Watt v. *Watt* (Divorce). Appeal from Barnes J. Dismissed without costs, by arrangment.
Saunders v. *Seyd and Kelly's Credit Index Company. Seyd and Kelly's Credit Index Company* v. *Saunders.* Appeal from Stirling J. Dismissed.
In re Fagan. Fagan v. *Fagan.* Appeal from Kekewich J. Dismissed.
In re Harman's Empress, &c., Company. Appeal from Stirling J. Dismissed.

Tuesday, July 28.

Birley v. *Birley.* Appeal from Kekewich J. Dismissed.
In re Marriage, Neave & Co., Limited. North of England, &c., Corporation v. *Marriage, Neave & Co., Limited.* Appeal from Kekewich J. Part heard.

Wednesday, July 29.

Fricker v. *Van Grutten.* Appeal from Kekewich J. Allowed.
In re Smith. Bain v. *Smith.* Appeal from Kekewich J. Allowed.
In re Richard Jameson, a Solicitor. Appeal from Kekewich J. Part heard.

During the sittings of the Courts The Weekly Notes *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* The Law Reports.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 82 (1).

1. **APPEAL — CRIMINAL CAUSE OR MATTER** — *Poor-rate, enforcement of—Judicature Act*, 1873 (*c.* 66), *s.* 47. Where, under a local Act which provided that justices might enforce payment of poor-rates by warrant of distress, and in default of distress by imprisonment in the common gaol or house of correction, the justices granted an application for a distress warrant subject to a case, and the Divisional Court upon the hearing of the case affirmed their order:—*Held*, that no appeal lay to the Court of Appeal from the judgment of the Divisional Court on the ground that it was in a "criminal cause or matter" within s. 47 of the Judicature Act, 1873. Seaman *v.* Burley. July 28. C. A. (Lord Esher M.R., Kay L.J., and A. L. Smith L.J.).

Counsel: *Jelf, Q.C.*, and *R. C. Glen*; *Channell, Q.C.*, and *Naldrett*. Solicitors: *J. H. Hortin*; *Underwood, Son & Piper*.

E. L.

2. **COMPANY — MEETING OF SHAREHOLDERS** — *Special resolution—Show of hands—Proxies—Companies Act*, 1862 (*c.* 89), *s.* 51—*Blanks in proxy—Validity—Implied Authority to fill up—Stamp Act*, 1891 (*c.* 39), *s.* 80. At a meeting of the shareholders of a company convened for the purpose of passing a special resolution, though the articles provide that votes may be given personally or by proxy, a member present only by proxy has no right to vote upon a show of hands.

Notice of the intention to hold an extraordinary general meeting to confirm a special resolution, giving the date, place, and hour of meeting, and the resolution, was sent to all the members of the company; accompanying this notice was a circular from the chairman and secretary, with a proxy attached asking that the proxy might be returned to the directors in favour of the resolution. By a printer's error, the date and hour of the meeting were left blank in these proxies. The secretary having discovered this omission, sent a post-card to each member, mentioning the omission, requesting him to fill up the blanks, and stating that he should assume he had authority to fill in the blanks in proxies already received. The secretary filled in the blanks in several proxies. Objection having been taken that the omission of the date avoided the proxy paper under sect. 80 of the Stamp Act, 1891:—*Held*, that the date of the meeting could be filled in by the person having the necessary authority, that the secretary in the present case had an implied authority to fill in the date after the proxies had been received, and that the proxies were valid and might be used. Ernest *v.* Loma Gold Mines, Limited. July 24. Chitty J.

In re Caloric Engine and Siren Fog Signals Company, 52 L. T. (N.S.) 846, followed.

In re Bidwell Brothers, [1893] 1 Ch. 603, disapproved.

Counsel: *Ashton Cross*; *E. W. Stock*. Solicitors: *W. T. Hart*; *Powell & Burt*.

W. C. D.

3. **COMPANY — WINDING-UP** — *Construction of articles—"Surplus assets."* The capital of a company registered under the Companies Acts, 1862 to 1890, was 100,200*l.* in 100,000 ordinary and 200 founders' shares, all of 1*l.* each. One of the articles provided that the profits in each year should be applicable in or towards payment of a dividend of 8 per cent. on the amount paid up on the ordinary shares, and the surplus (if any) should be divided, as to one-fifth among the holders of founders' shares, and as to the other four-fifths among the holders of ordinary shares in proportion to the amounts for the time being paid up thereon. Another article provided as follows: "If the company shall be wound up, one-fifth of the surplus assets (if any) shall belong to and be divided among the holders of founders' shares, and the remaining four-fifths of such surplus assets shall belong to and be divided among the holders of ordinary shares in proportion to the amount of capital paid up on the shares held by them." All the shares except one founders' share were issued and fully paid up. The company went into voluntary liquidation, and after payment of all the debts and costs a sum of about 90,000*l.* remained for distribution amongst the shareholders. The liquidator raised the question whether the 90,000*l.* was divisible on the basis of the holders of founders' shares receiving one-fifth and the holders of ordinary shares the remaining four-fifths, or whether the expression "surplus assets" meant the assets remaining after making good the paid-up capital as well as discharging the debts and costs:—*Held*, that "surplus assets" had not such a recognised technical meaning that in all cases it must be taken to describe the assets remaining after payment of the debt and costs only, and that having regard to both articles it meant in this case the assets remaining after paying debts and costs and recouping the paid-up capital subscribed by all the shareholders. *In re* New Transvaal Company. July 23. Vaughan Williams J.

Counsel: *Rowden*; *Eve, Q.C.*, and *Godefroi*; *Herbert Reed, Q.C.*, and *Hansell*. Solicitors: *Lewis & Lewis*; *J. H. Moggridge*; *Cronin, Orgill, & Cronin*.

F. E.

4. **FOREIGN LAW—LEX LOCI FORI** —*Action against deceased partner*. The plaintiffs were creditors of a firm in which the partners were S. and D., carrying on business in Spain. D. died in England leaving property in that country, where also his executors resided. The action was brought on behalf of the plaintiffs and the other joint creditors of the firm, claiming that the estate of D., after satisfying his funeral and testamentary expenses and separate debts, was liable to the joint

Digitized by Google

debts of the firm, and for administration on that footing. The defence was that the rights of the plaintiff were governed by the law of Spain, under which the joint creditors were not entitled to payment out of the separate estate of a deceased partner until they had exhausted the property of the firm:—*Held*, following *Bullock* v. *Caird*, L. R. 10 Q. B. 276, that the matter stated in the defence was mere procedure, and that the defence was bad. *In re* Dortch. Matheson *v.* Ludwig. July 24. Romer J.

Counsel: *Eve, Q.C.*, and *Howard Wright*; *Cozens-Hardy, Q.C.*, and *Cartmell*. Solicitors: *Freshfields & Williams*; *Norton, Rose, Norton & Co.* F. E.

---

5. **GUARDIAN AND WARD—MAINTENANCE AND ESTABLISHMENT OF PUPIL HEIR.** Where the mother is the sole guardian of the heir to large estates the sum allowed the mother for the up keep of establishment and education of the heir ought to be such sum as prudent guardians would allow to her "*as mother*." To decide what is a reasonable sum all the circumstances of each case must be considered; the governing consideration being what is for the interest of the heir. Interlocutors of the Court of Session, Scotland, varied. Barnes (or Ross) *v.* Ross. July 27. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Morris and Shand).

Counsel: *R. B. Haldane, Q.C.*, and *J. A. Clyde* (Scottish Bar); *A. Graham Murray, L.A., Q.C.*, and *Dickson, Q.C., Solicitor-General for Scotland*, and *James J. Pitman* (Scottish Bar). Solicitors: *Martin & Leslie*, for *Keith R. Maitland. W.S.*, Edinburgh; *Grahames, Currey & Spens*, for *J. & F. Anderson, W.S.*, Edinburgh. G. J. W.

---

6. **MARRIED WOMAN — SEPARATE ESTATE** —*Restraint on anticipation—Removal by the Court—Payment of debts incurred through extravagance—Conveyancing and Law of Property Act*, 1881 (*c.* 41), *s.* 39. The Court will not make an order under sect. 39 of the Conveyancing and Law of Property Act, 1881, in a case where it is sought to remove the restraint on anticipation merely for the purpose of raising money for the payment of debts incurred through the extravagance of the married woman or her husband. *In re* Pollard's Settlement. July 23. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Farwell, Q.C.*, and *Johnston Edwards*; *Bartley Dennis*. Solicitor: *Hood Barrs*. W. W. K.

---

7. **PATENT—DISCLAIMER** —*Patent Act*, 1883 (*c.* 57), *s.* 26. Where on a petition for revocation of a patent the judge holds that all the claims are bad and orders the patent to be revoked, and this order is entered on the Register of Patents, the Court of Appeal, if it is of opinion that one claim is good, should reverse the order below and order that the patent be revoked unless within three months, or such further time as the Court may allow, the patentee obtain leave to amend his specification by disclaiming all claims except the good one. Deeley and Others, Apps.; Perkes, Resp. July 28. H. L. (Lords Herschell, Macnaghten, Morris and Shand).

Counsel: *Moulton, Q.C., Wallace, Q.C.*, and *Horace Rowlands*; *Terrell, Q.C.*, and *Rylands*. Solicitors: *Stibbard, Gibson & Co.*, for *Rowlands & Co.*, Birmingham; *Wakeford, May & Woulfe*. J. M. M.

---

8. **SETTLEMENT—CONSTRUCTION**—"*Next of kin in blood*"—*Reference to intestacy*. Consols were settled on trust, after the death of Mary Ann Gray without issue, "for the person and persons who shall be next of kin in blood to the said Mary Ann Gray at the time of her decease in case she had so died intestate and unmarried":—*Held*, that the next of kin, according to the Statute of Distributions, of Mary Ann Gray were entitled at her death without issue to the fund. *In re* Gray. Akers *v.* Sears. July 29. North J.

Counsel: *Henry Terrell*; *Badcock*; *Ingpen*. Solicitors: *George Terrell*; *Crowders & Vizard*; *Hancock & Marrable*. D. P.

---

9. **STATUTES OF LIMITATIONS — SETTLEMENT** — *General power of appointment — Real Property Limitation Act*, 1833 (*c.* 27), *ss.* 1, 2, 3, 20—*Real Property Limitation Act*, 1874 (*c.* 57), *ss.* 1, 2. At and prior to Lady Day, 1876, a plot of land forming part of the Devon Settled Estates was held by S. as tenant from year to year. S. continued in possession down to his death in 1889, and after that date his representatives continued in possession. No rent was ever paid in respect of such plot of land after Lady Day, 1876.

Under a settlement dated in 1857 the Devon estates, including the reversion in the plot of land expectant on the tenancy of S., stood limited in the events which happened to the use of the 11th Earl of Devon for life, remainder to the use of the 12th Earl for life, remainder to such uses as the 11th Earl should by deed or will appoint. This power was exercised by the 11th Earl by his will, whereby he appointed the estates to H. and others as trustees. The 11th Earl died in 1888, and on his death the 12th Earl succeeded to the possession of the estates, and died in 1891 without having recovered the land in question. On the death of the 12th Earl the remainder limited to H. and others fell into possession, and the question was whether their estate was barred by the Statutes of Limitations:—*Held*, that the case fell within the latter part of sect. 2 of the Real Property Limitation Act, 1874, and that the 12th Earl being the person last entitled to a particular estate, and not being in possession or receipt of the profits of the land in question when his interest determined by his death in 1891, H. and others had a further period of six years from that time to bring their action, and therefore that their estate was not

Digitized by Google

barred. *In re* Earl of Devon's Settled Estates. July 23. Chitty J.

Counsel: *Byrne, Q.C.*, and *E. Beaumont*; *G. Cave*. Solicitors: *Lake & Lake*; *Ford, Lloyd, Bartlett & Michelmore*, agents for *Hacker & Michelmore*, Newton Abbot. G. M.

---

10. Trustee—Breach of Trust—*Statutes of Limitations*. The effect of sect. 8 of the Trustee Act, 1888, is that, except in the three cases of fraud by the trustee, retention of trust property by him, or receipt by him and conversion of it to his own use, a trustee who has committed a breach of trust is entitled to the protection of the several Statutes of Limitation as if actions or proceedings for breaches of trust were enumerated in them. How *v.* Lord Winterton. July 22. C. A. (Lindley, Lopes and Rigby L.JJ).

Counsel: *Bramwell Davis, Q.C.*, and *Godefroi*; *Micklem*. Solicitors: *Bramall, White & Sanders*, for *Harvey & Harvey*, Southsea; *Crowders & Vizard*, for *R. H. Mellersh*, Godalming. W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the Law Reports, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
Andrews v. Gas Meter Company	*Kekewich J.*	87
Attorney-General v. Albany Hotel Company	*North J.*	88
Carrara Marble Company, *In re*	*Vaughan Williams J.*	87
Conquest and Another, Apps; Emmetts and Another, Resps.	*H. L.*	87
Cunnack v. Edwards	*C. A.*	87
Dellwik's Patent, *In re*	*Chitty J.*	87
Fricker v. Van Grutten	*C. A.*	88
Herbage Rents Charity, Greenwich, *In re*	*Stirling J.*	88
Manchester (Mayor, &c., of), Apps.; McAdam, Resp.	*H. L.*	88
Marriage, Neave & Co., *In re.* North of England Trustee, Debenture and Assets Corporation v. Marriage, Neave & Co.	*C. A.*	87
Newton, *In re. Ex parte* National Provincial Bank of England	*Div. Ct.*	85
Pearson, In the Goods of	*Gorell Barnes J.*	88
Pirbright v. Salwey	*Stirling J.*	86
Pneumatic Tyre Company v. J. Parr & Co.	*North J.*	88
Robinson v. Montgomeryshire Brewery Company	*Vaughan Williams J.*	86
Scholfield, App.; Earl of Londesborough, Resp.	*H. L.*	86
Smith, *In re.* Bain v. Bain	*C. A.*	88
Smith v. English and Scottish Mercantile Investment Trust	*Vaughan Williams J.*	86
Tetley, *In re*	*Vaughan Williams J.*	86

COURT OF APPEAL.

Record of Business.

COURT I.

Monday, August 3.

Cunnack v. *Edwards.* Appeal from Chitty J. Allowed.

Bennetts & Co. v. *M'cIlwraith & Co.* Appeal from Collins J. Dismissed.

Gilson v. *Doughty.* Appeal from Pollock B. Allowed.

The Queen v. *Overseers of the Poor of the Township of Preston.* Appeal from Day and Lawrance JJ. Dismissed.

C. E. Williams v. *J. H. Yates.* Appeal from Pollock B. Dismissed.

Decot and Another v. *Jackson.* Appeal from Day J. Varied.

Tuesday, August 4.

Kirk v. *Overseers of the Parish of Plumstead.* Appeal from the Lord Chief Justice and Wills J. Dismissed.

In re an Arbitration, Gonty and Manchester, Sheffield and Lincolnshire Railway Company. Appeal from Pollock B. and Bruce J. Allowed.

Wednesday, August 5.

Hood Barrs v. *Heriot.* Appeal from Day J. Allowed.

COURT II.

Thursday, July 30.

Graydon v. *Basset.* Order for writ of attachment issued against the defendant.

In re Richard Jameson, a Solicitor. Appeal from order dated July 11, Dismissed.

In re Marriage, Neave & Co., Limited. North of England, &c., Corporation v. *Marriage, Neave & Co., Limited.* Appeal from Kekewich J. Allowed.

Friday, July 31.

No sittings.

Saturday, August 1.

No sittings.

Monday, August 3.

No sittings.

Wednesday, August 5.

In re Lumley and Others. Appeal from North J. Judgment reserved.

Pneumatic Tyre Company v. *Dunlop.* Appeal from Stirling J. Dismissed.

Marshall v. *Evans. Evans* v. *Marshall.* Appeal from Chitty J. Dismissed.

Boughey v. *Craig.* Appeal from Kekewich J. Part heard.

During the sittings of the Courts The Weekly Notes *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* The Law Reports.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference,
e.g. *W. N.* (96) 85 (1).

1. **BANKRUPTCY—SECURED CREDITOR**—*Amendment of proof—Bankruptcy Act*, 1883 (c. 52), *Sched. II., rr.* 12*a*, 13. By the Bankruptcy Act, 1883, Sched. II., rule 12a, where a secured creditor has valued his security the trustee "may at any time redeem it on payment to the creditor of the assessed value"; and by rule 13 a secured creditor "may at any time amend the

Digitized by Google

valuation and proof on shewing to the satisfaction of the trustee that . . . the security has diminished or increased in value since its previous valuation." A secured creditor valued his security, which subsequently greatly increased in value, and the trustee thereupon offered to redeem it, and tendered to the creditor payment of the assessed value, which he refused to receive:—*Held*, that the offer to redeem and tender of payment by the trustee did not disentitle the creditor to subsequently amend his valuation and proof under rule 13. *In re* Newton. *Ex parte* National Provincial Bank of England. Aug. 4. Divisional Court (Vaughan Williams and Wright JJ.).

Counsel: *Muir Mackenzie; H. Reed, Q.C.*, and *T. E. Weatherley.* Solicitors: *Sibby & Dickenson*, Bristol; *Wildeberger & Moore.* W. A.

---

2. BANKRUPTCY—POST-NUPTIAL SETTLEMENT—*Consideration—Intent to defeat and delay creditors*—13 *Eliz. c.* 5—*The Bankruptcy Act*, 1883 (*c.* 52), *s.* 47. In October, 1894, the bankrupt, who was married and had then recently attained the age of twenty-one years, executed a post-nuptial settlement whereby he settled property upon trust for himself for life, or until he should charge or incumber his life interest, with a gift over for the benefit of his wife and children. The consideration for the settlement was a covenant by his mother to pay him during her life an annuity of 50*l.* per annum, and a covenant by his brother to pay him an annuity of 25*l.* per annum until a certain event, when the brother was to be repaid. The settlement had been induced by the mother and brother with the view of saving the bankrupt's property, as he was a man of very extravagant habits and had already during his minority incurred debts to a considerable amount. A sum of 3000*l.* was left out of the settlement to pay these debts, and was handed to him for that purpose. In May, 1895, the bankrupt charged his life interest under the settlement, and in October, 1895, a receiving order was made against him. The trustee claimed that the settlement was void both under sect. 47 of the Bankruptcy Act, 1883, and also under 13 Eliz. c. 5:—*Held*, that the settlement was not void under sect. 47, as the covenant of the mother was a sufficient consideration for it; and further, that it was not void under the Statute of Elizabeth, as the evidence failed to shew that it was executed with intent to defeat and delay creditors. *In re* Tetley. July 23. Vaughan Williams J.

Counsel: *Reed, Q.C.*, and *Carrington; Bigham, Q.C.*, and *Elgood; Macaskie* and *St. Gerrans.* Solicitors: *S. Kent, Burt & Powell; Bell, Brodrick & Co.* H. L. F.

---

3. BILL OF EXCHANGE—ALTERATION—*Duty of acceptor—Negligence—Accepting bill which gives facilities for alteration—Stamp of larger amount than necessary—Estoppel—Bills of Exchange Act*, 1882 (*c.* 61), *s.* 64, *sub-s.* 1. Decision of the Court of Appeal, [1895] 1 Q. B. 536, after consideration affirmed and appeal dismissed with costs. Scholfield, App.; Earl of Londesborough, Resp. July 31. H. L. (E.) (Lord Halsbury L.C., and Lords Watson, Macnaghten, Morris, Shand and Davey).

Counsel: *Asquith, Q.C., E. Morten*, and *Roskill; Jelf, Q.C., A. T. Lawrence*, and *C. K. Francis.* Solicitors: *Smith, Fawdon & Low; Saltwell, Tryon & Saltwell.* J. M. M.

4. CHARITY—BEQUEST TO MAINTAIN TOMB SO LONG AS THE LAW PERMITS—*Validity.* A testator, after expressing his wish to be buried in the inclosure in which his child lay in the churchyard of E., bequeathed to the rector and churchwardens for the time being of the parish church 800*l.* Consols, to be invested in their joint names, the interest and dividends to be derived therefrom to be applied, so long as the law for the time being permitted, in keeping up the inclosure and decorating the same with flowers:—*Held*, that the gift was valid for at least a period of twenty-one years from the testator's death, and *semble* that it was not charitable. Pirbright *v.* Salwey. Aug. 6. Stirling J.

Counsel: *Hastings, Q.C., John Henderson*, and *W. T. Lawrance; Buckley, Q.C.*, and *Methold.* Solicitors: *Dawes & Sons; Tathams & Pym.* H. B. H.

---

5. COMPANY—DEBENTURE STOCK CERTIFICATE—*Purchaser for value—Authority of agent.* A company wishing to borrow 3000*l.* inquired whether a firm which had acted as its brokers would lend the money. The brokers asked G. to lend upwards of 6000*l.* on the security of a debenture stock certificate of the company for 8000*l.*, but he consented to lend 6000*l.* only, and then only on the condition that before he paid the money the certificate should be deposited with his bankers. After one of the brokers had communicated with the company its secretary deposited a certificate under its common seal that G. was the registered holder of 8000*l.* debenture stock of the company. The certificate also stated that the stock was only transferable by deed registered in the company's books. G. then paid 6000*l.* to the broker, who paid the company only 3000*l.*:—*Held*, that G. was not concerned to inquire what were the relations between the company and the brokers, and that he was entitled to assume that the broker to whom he paid the money had the power to deal with the certificate; that G. was in the position of a purchaser for value to the extent of his advance; and that in an action to enforce the rights of the debenture stock holders he could prove for 8000*l.* provided he did not receive dividends exceeding 6000*l.* and interest. Robinson *v.* Montgomeryshire Brewery Company. July 31. Vaughan Williams J.

Counsel: *Crackanthorpe, Q.C.*, and *Christopher James; Eve, Q.C.*, and *Whinney.* Solicitors: *Clarke, Rawlins & Co.; Sharpe, Parker, Pritchards & Barham*, for *Mathews, James, Crosskey & Fordham*, Birmingham. F. E.

---

6. COMPANY—DEBENTURES—*Priority.* A company issued debenture stock purporting to be a first charge and which gave a floating security on all its assets. It afterwards issued debentures to other persons which also purported to be a first charge and gave a like floating security:—*Held*, that the holders of the debentures, whether they had or had not notice of the issue of the stock, did not obtain priority over, but ranked after the stock-holders. Smith *v.* English and Scottish Mercantile Investment Trust. Aug. 6. Vaughan Williams J.

Counsel: *Martelli; Kirby; Whinney.* Solicitors: *W. A. Crump & Son; Slaughter & May; Ashurst, Morris, Crisp & Co.* F. E.

Digitized by Google

7. COMPANY, LIMITED — RATES—*Distress—Change of occupancy—Receiver and Manager*—43 *Eliz. c.* 2, *s.* 2—*Poor-rate Assessment and Collection Act*, 1869, *c.* 41, *s.* 16. The debentures of a limited company created an equitable charge on all the property of the company, and were secured by a covering deed comprising the company's mills. Receivers and managers were afterwards appointed under an order of the Court in an action by the debenture-holders, and thereupon went into possession of the company's mills. Prior to that appointment and possession the churchwardens and overseers of the parish in which the mills were situate had made rates in advance for the half-year ending at a date subsequent to the date on which possession was taken:—*Held*, that the appointment of receivers and managers and their taking possession did not create a change of occupancy within sect. 16 of the Poor Rate Assessment and Collection Act, 1869, and that the churchwardens and overseers were therefore entitled to distrain upon the company's chattels for the rates. *In re* MARRIAGE, NEAVE & Co. NORTH OF ENGLAND TRUSTEE, DEBENTURE AND ASSETS CORPORATION *v.* MARRIAGE, NEAVE & Co. C. A. (Lindley, Lopes and Rigby L.JJ.). July 30.

Counsel: *Warrington, Q.C.*, and *Lyttelton Chubb*; *Levett, Q.C.*, and *A. R. Kirby*. Solicitors: *W. W. Young & Son*; *Grundy, Kershaw, Saxon, Samson & Co.* G. I. F. C.

---

8. COMPANY — MEMORANDUM OF ASSOCIATION — *Invalid issue of preference shares—Rights of holders of such shares.* The memorandum of association of a company formed under the Joint Stock Companies Act, 1856, stated that the nominal capital of the company was to be 60,000*l.* divided into 600 shares of 100*l.*, with power to increase the capital as provided by the articles of association. The original articles of association contained no provisions as to preference or priority of any class of shares. The company subsequently altered their articles, and purported to issue certain shares bearing a preferential dividend of 5 per cent. per annum, and for thirty years such dividend was paid to the holders of these shares. The dividend paid to the ordinary shareholders had considerably exceeded 5 per cent., and there was now a large surplus available for distribution amongst the shareholders:—*Held*, that the decision of Kindersley V.-C., in *Hutton* v. *Scarborough Cliff Hotel Company*, 2 Dr. & Sm. 521, notwithstanding the doubts thrown upon it in subsequent cases, and particularly by Lord Macnaghten in *British and American Trustee and Finance Corporation* v. *Couper*, [1894] A. C. 399, at pp. 416, 417, was still a binding authority, which this Court ought to follow; that upon the authority of that decision it must be held that the preference shares were invalidly issued; that the holders of such shares were not shareholders in the company, and that their only right against the company was to restitution in respect of the breach of contract to issue preference shares to them. ANDREWS *v.* GAS METER COMPANY. July 30. Kekewich J.

Counsel: *P. Ogden Lawrence, Q.C.*, and *Eustace Smith*; *Warrington, Q.C.*, and *Kirby*. Solicitors: *Blyth, Dutton, Hartley & Blyth.* C. C. M. D.

---

9. COMPANY—WINDING-UP—*Petition—Statutory Affidavit.* Where the petitioners for a winding-up were absent on the continent of Europe, the Court allowed the statutory affidavit to be made by a clerk to the solicitors acting for them who had full knowledge of the proceedings to obtain judgment for the debt on which the petition was founded. *In re* CARRARA MARBLE COMPANY. Aug. 5. Vaughan Williams J.

Counsel: *Frank Russell*. Solicitors: *Spyer & Sons.* F. E.

---

10. DEMISE—REPAIR—*Covenant to keep in repair—Damages.* Decision of the Court of Appeal, [1895] 2 Ch. 377, affirmed after consideration and appeal dismissed with costs. CONQUEST AND ANOTHER, APPS.; EMMETTS AND ANOTHER, RESPS. July 30. H. L. (E.) (Lords Herschell, Macnaghten and Morris).

Counsel: *Haldane, Q.C., C. H. Sargant*, and *H. Courthope-Munroe*; *Jelf, Q.C.*, and *R. F. Norton*. Solicitors: *Ranger, Burton & Frost*; *Clarke & Calkin.* J. M. M.

---

11. FRIENDLY SOCIETY—FAILURE OF OBJECTS—*Surplus Funds—Charity—Cy-près—Bona vacantia—Resulting Trust.* In 1810 a society was established to raise a fund, by the subscriptions, fines and forfeitures of its members, to provide annuities for the widows of its deceased members. In 1830 the rules were revised, and the society conformed to the provisions of the Friendly Societies Act, 1829, but the objects of the society were in no way altered. By 1879 all the members had died, and the last annuitant died in 1892. The surplus or unexpended funds of the society amounted to 1250*l.*:—*Held*, that there was no resulting trust in favour of the legal personal representatives of those who had contributed to the funds of the society; that the society was not a "charity" so that the surplus fund could be applied *cy-près* to charitable purposes; and that the surplus fund passed to the Crown as *bona vacantia*. CUNNACK *v.* EDWARDS. C. A. (Halsbury L.C., A. L. Smith and Rigby L.JJ.). Aug. 3.

Counsel: *Sir R. Webster, Q.C., A.-G.*, and *Ingle Joyce*; *Robertson Macdonald*; *Farwell, Q.C.*, and *W. D. Rawlins, Q.C.* Solicitors: *Robbins, Billing & Co.*, for *Marrack, Nalder & Hockin*, Truro; *Hare & Co.* G. I. F. C.

---

12. PATENT—AMENDMENT OF SPECIFICATION—*Petition for revocation—Application for leave to amend—Discretion of Court—Patents Act*, 1883 (*c.* 57), *s.* 19. Pending the hearing of a petition for revocation, the patentee applied under the Patents Act, 1883 (c. 57), s. 19, for liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer. The application was opposed by the petitioner on the ground, that leave ought not to be given at the present stage of the petition, but should wait till the hearing, in consequence of the recent decisions in *Moser* v. *Marsden*, 13 Pat. Rep. 25, and *Deeley* v. *Perkes*, *W. N.* (96) 83 (7), which it was submitted had entirely changed the status of disclaimers, and made them final for all purposes:—

Held, that the granting or refusing the leave to proceed under sect. 19 of the Patents Act, 1883, was still a matter for

Digitized by Google

the judicial discretion of the Court, and that this discretion had been in no way interfered with by the decisions relied on by the petitioner. *In re* DELLWIK'S PATENT. July 31. Chitty J.

Counsel: *Byrne, Q.C., Bousfield, Q.C., Wallace, Q.C.,* and *C. E. E. Jenkins; Moulton, Q.C., Terrell, Q.C.,* and *A. J. Walter.* Solicitors: *H. C. Godfray; Faithfull & Owen.*

W. C. D.

---

13. PATENT ACTION—PRACTICE—*Particulars—Costs—Certificate of reasonableness—Judgment in default of appearance—Patents, &c., Act,* 1883 (c. 57), *s.* 29, *sub-s.* 6. In an action for infringement of a patent in which judgment for the plaintiffs was given in default of appearance by the defendants:—

Held, that, notwithstanding the default in appearance, the Court had jurisdiction, under sect. 29 of the Patents, &c., Act, 1883, to certify that the plaintiffs' particulars of breaches were reasonable and proper. PNEUMATIC TYRE COMPANY *v.* J. PARR & Co. Aug. 1. North J.

Counsel: *A. J. Walter.* Solicitor: *J. B. Purchase.*

W. L. C.

---

14. PRACTICE—INTERLOCUTORY INJUNCTION—*Undertaking as to damages—Action on behalf of Crown.* An interlocutory injunction will as a general rule be granted at the instance of the Attorney-General on behalf of the Crown without requiring any undertaking as to damages to be given by or on behalf of the plaintiff. ATTORNEY-GENERAL *v.* ALBANY HOTEL COMPANY. Aug. 4. North J.

Counsel: *Sir R. E. Webster, A.-G.,* and *Vaughan Hawkins; Swinfen Eady, Q.C., Ingpen,* and *H. C. Richards.* Solicitors: *Solicitor Office of Woods; Leggatt, Rubinstein & Co.*

W. L. C.

---

15. PRACTICE—JOINDER OF PLAINTIFF WITHOUT AUTHORITY—*"Own consent in writing"—Stay of proceedings—Costs—Rules of the Supreme Court,* 1883, *Order* XVI., *r.* 11. It is provided in rule 11 of Order XVI. of the Rules of the Supreme Court, 1883, that no person shall be added as a plaintiff in any matter, or as the next friend of a plaintiff under disability, "without his own consent in writing thereto":—*Held,* by the Court of Appeal, reversing the decision of Kekewich J., that a person could not under the rule be joined as a plaintiff unless he gave his consent in writing and actually signed it, and the consent of his solicitor on his behalf written in his presence and signed by the solicitor was not such a consent as was required by the rule:—*Held,* also, that when a solicitor obtains the addition of a person as a plaintiff to an action upon an informal consent, and orders have been made against such person directing him to pay costs, but without his knowledge, the proper course to adopt was that indicated in *Nurse* v. *Durnford,* 13 Ch. D. 764, and *Newbiggin-by-the-Sea Gas Company* v. *Armstrong,* 13 Ch. D. 310, namely, to direct a stay of all proceedings in the name of the person improperly joined as plaintiff, and all proceedings against him in the action since he had been added as a co-plaintiff, and to strike out his name for the purpose of all future proceedings; further, the solicitor who made the improper joinder should be ordered to pay all the costs of the person improperly joined as between solicitor and client, and all the costs which he had been ordered to pay, and also all the costs of the defendants as between party and party. FRICKER *v.* VAN GRUTTEN. July 29. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Shearman; Crispe; Foote.* Solicitors: *Comins & Drewry; Sidney Toppin; Robbins, Billing & Co.* H. C. J.

---

16. PRACTICE—SECURITY FOR COSTS—*Application after delivery of defence—Rules of the Supreme Court,* 1883, *Order* LXV., *r.* 6. The Court has under Order LXV., rule 6, of the Rules of the Supreme Court, 1883, a discretion to order security for costs to be given at any stage of the proceedings, and there is no hard and fast rule that the application for security must be made before any material step is taken in the action. Accordingly, an application by a defendant for security to be given by the plaintiff is not too late merely because it is made after the delivery of the defence. The rule laid down in *Martano* v. *Mann,* 14 Ch. D. 419, and *Lydney and Wigpool Iron Ore Company* v. *Bird,* 23 Ch. D. 358, applied. Decision of Kekewich J. reversed. *In re* SMITH. BAIN *v.* BAIN. July 29. C. A. (Lindley, Lopes and Rigby L.JJ.).

Council: *J. G. Butcher; Stewart-Smith.* Solicitors: *William A. Crump & Son; Loughborough, Gedge, Nisbet & Drew.*

H. C. J.

---

17. PROBATE—LOST WILL. The contents of a lost will cannot be proved on motion without the consent of the next of kin. IN THE GOODS OF PEARSON. Aug. 5. Gorell Barnes J.

Counsel: *Bargrave Deane.* Solicitors: *Rowcliffes, Rawle & Co.*

H. D. W.

---

18. RENT-CHARGE—CHARITABLE TRUSTS (RECOVERY) ACT, 1891 (c. 17)—*Tenant for years—Personal Liability.* A mere tenant for years is not liable in an action for debt for non-payment of a rent-charge issuing out of the land of which he is in occupation, nor, in the case of a rent-charge created for charitable purposes, is he liable in an action by the Charity Commissioners in the Chancery Division. *In re* HERBAGE RENTS CHARITY, GREENWICH. Aug. 5. Stirling J.

Counsel: *Vaughan Hawkins; Ingle Joyle.* Solicitors: *Clabon; Ingle, Holmes & Sons.* H. B. H.

---

19. REVENUE—INCOME TAX—*Exemption—Public library—Urban authority—"Building the property of a literary or scientific institution"—Public Libraries Act,* 1892 (c. 53), *ss.* 4, 11, 12, 14—*Income Tax Act,* 1842 (c. 35), *s.* 61, *Sched. A, Rule No. VI.* Decision of the Court of Appeal, [1895] 1 Q. B. 673, after consideration reversed with costs here and below (Lord Halsbury L.C. dissenting), on the ground that the buildings were entitled to the exemption granted by the Income Tax Act. MAYOR, &c., OF MANCHESTER, APPS.; MCADAM (SURVEYOR OF TAXES), RESP. July 31. H. L. (E) (Lord Halsbury L.C., and Lords Herschell, Macnaghten and Morris).

Counsel: *Lawson Walton, Q.C.* and *Reginald Brown; Sir R. B. Finlay, S.G.,* and *Danckwerts.* Solicitors: *Austin & Austin,* for *Town Clerk,* Manchester; *F. C. Gore.* J. M. M.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the Law Reports, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
Attorney-General v. Albany Hotel Company	C. A.	90
Chapman, *In re.* Cocks v. Chapman	C. A.	90
Clark, *In re.* *Ex parte* Beyer, Peacock & Co.	C. A.	89
Ehrmann v. Ehrmann	*Stirling J.*	90
Filby v. Hounsell	*Romer J.*	90
Goudie, *In re.* *Ex parte* Official Receiver	*Vaughan Williams J.*	89
Lumley and Others, *In re.* *Ex parte* Hood Barrs	C. A.	90

COURT OF APPEAL.

Record of Business.

COURT I.

Friday, August 7.

In re Chapman. Cocks v. *Chapman.* Appeal from Kekewich J. Allowed.

In re Clark. Ex parte Beyer, Peacock & Co., Limited. Appeal from Mr. Registrar Giffard. Allowed.

In re Bridgman. Ex parte The Debtor. Appeal from Mr. Registrar Giffard. Dismissed.

Birch v. *Harrap & Co.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.

Drake v. *Bendell.* Appeal from Pollock B. Part heard.

Saturday, August 8.

Drake v. *Bendell.* Appeal from Pollock B. Allowed.

Cooke v. *Smith (J. Smith & Another, claimants).* Appeal from Day and Lawrance JJ. Allowed.

COURT II.

Monday, August 10.

In re L. C. Lumley and Others, gentlemen, &c. Appeal from North J. Dismissed.

Rootes v. *Shead.* Appeal from Day J. Conditional leave to defend.

Boughey v. *Craig.* Appeal from Kekewich J. Order varied.

Gehlen v. *Munique.* Appeal from Kekewich J. Order discharged on agreed terms.

Meadows v. *Fenn.* Appeal from Kekewich J. Allowed.

Attorney-General v. *Albany Hotel Company, Limited.* Appeal from North J. Dismissed.

In re Montagu. Call v. *Faber* (Probate). Appeal from Barnes J. Dismissed.

During the sittings of the Courts The Weekly Notes *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* The Law Reports.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 89 (1).

1. BANKRUPTCY—BANKRUPTCY NOTICE—*Foreigner—Bankruptcy Act,* 1883 (*c.* 52), *s.* 4, *sub-s.* 1 (*g*); *s.* 6. A judgment having been recovered in an action against a foreigner, a bankruptcy notice was issued against him at the instance of the judgment creditors, under sect. 4, sub-sect. 1 (*g*), of the Bankruptcy Act, 1883, founded upon that judgment. He had not resided or had a dwelling-house or place of business in England for more than a year, and was at the time of the issue of the notice abroad, but, upon his subsequently coming to England temporarily, he was served with the bankruptcy notice in this country. A registrar in bankruptcy had set aside the bankruptcy notice on the ground that it ought not to have been issued as the debtor had not within the preceding twelve months ordinarily resided or had a dwelling-house or place of business in England, and consequently was not subject to the bankruptcy law:—*Held,* reversing his decision, that the issue and service of the bankruptcy notice were good, though there might be subsequently a question whether under sect. 6 of the Bankruptcy Act, 1883, the creditors were entitled to present a petition. *In re* Clark. *Ex parte* Beyer, Peacock & Co., Limited. Aug. 7. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *T. Willes Chitty* and *Herbert Chitty*; *Muir Mackenzie.* Solicitors: *Pritchard, Englefield & Co.,* for *John Leigh,* Manchester; *Harwood & Stephenson.* E. L.

2. BANKRUPTCY—PRACTICE—*Equitable execution—Appointment of receiver—Jurisdiction—Judicature Act,* 1873 (*c.* 66), *s.* 25, *sub-s.* 8. The Court of Bankruptcy has jurisdiction under sect. 25, sub-sect. 8, of the Judicature Act, 1873, to appoint a receiver by way of equitable execution for the purpose of enforcing orders for the payment of money to the trustee in bankruptcy. *In re* Goudie. *Ex parte* Official Receiver. Aug. 10. Vaughan Williams J.

Counsel: *Romer Macklin* and *F. P. M. Schiller*; *A. P. Foley* and *Kimber.* Solicitors: *Adams & Adams*; *A. P. Price.*

H. L. F.

Digitized by Google

3. CONTRACT — STATUTE OF FRAUDS — *Vendor's name—Reference to formal contract.* The vendor's name was omitted from the conditions of sale by auction of a house, and from the indorsed form of contract to be signed by the purchaser. The house was not sold at the auction; but subsequently defendant addressed a letter to J. & Co., who were the auctioneers, offering to purchase the house for 350*l.*, and stating that if his offer was accepted he would pay a deposit of 35*l* and "sign contract on the auction particulars." J. & Co. replied by letter, stating that on behalf of their client (who was the vendor), naming her, they accepted the offer of 350*l.* for the house—describing it—"subject to contract as agreed. We enclose draft contract herewith, and shall be glad to receive same signed together with cheque for deposit." The contract enclosed was practically identical with that embodied in the conditions of sale and indorsement, except that the name of the vendor was inserted; but the defendant never signed it:—*Held*, that as the offer of the defendant contained the names of both contracting parties, there was a valid contract within the Statute of Frauds (although J. & Co. were only agents of an undisclosed principal) on its being accepted; that J. & Co. might have accepted it by parol, and later on disclosed their principal's name, and that it made no difference that the principal's name was disclosed on acceptance of the offer. *Morris v. Wilson*, 5 Jur. (N.S.) 168, and *Commins* v. *Scott*, L. R. 20 Eq. 11, followed:—*Held*, also, that the acceptance of defendant's offer was absolute and not conditional, there being a form of contract definitive in all its terms, and clearly identified by the offer, and that signature to this was unnecessary. Filby *v.* Hounsell. July 31. Romer J.

Counsel: *Buckmaster; Beddall.* Solicitors: *Lewin & Co.; J. R. Pakeman.* F. E.

---

4. PRACTICE—DISCOVERY—*Privilege—Right of inspection by Court or Judge—Rules of the Supreme Court*, 1883, *Order* xxxi., *r.* 19 A (2). The word "privilege" in Order xxxi., r. 19 A (2), is not to be construed in a narrow sense: consequently the rule extends to the case of an objection to produce a document on the ground of irrelevancy. Ehrmann *v.* Ehrmann. Aug. 7. Stirling J.

Counsel: *Hastings, Q.C., J. M. Solomon*, and *T. Willes Chitty; Buckley, Q.C.*, and *H. Terrell.* Solicitors: *Wild & Wild; Goldberg, Langdon, Barrett & Newall.* G. A. S.

---

5. PRACTICE — INTERLOCUTORY INJUNCTON — *Crown — Undertaking in damages.* The Attorney-General, suing on behalf of the Crown, will not be required to give an undertaking in damages as a condition of obtaining an interlocutory injunction. Attorney-General *v.* Albany Hotel Company. Aug. 10. C. A. (Lindley and Lopes L.JJ.).

Counsel: *Swinfen Eady, Q.C.*, and *Ingpen; Sir R. E. Webster, A.-G.*, and *Vaughan Hawkins.* Solicitors: *Leggatt, Rubinstein & Co.; Solicitor to the Commissioners of Woods.* G. I. F. C.

---

6. SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—*Married Women's Property Act*, 1882 (*c.* 75). In a settlement made after the Married Women's Property Act, 1882 came into force, a life estate was limited to the wife "without power of anticipation," without inserting the words "for her sole and separate use":—*Held*, by the Court of Appeal (affirming the decision of North J.), that the restraint on anticipation was effectual though the words "for her separate use" were omitted, the statute itself making her interest separate estate. *In re* Lumley and Others. *Ex parte* Hood Barrs. Aug. 10. C. A. (Lindley and Lopes L.JJ.).

Counsel: *Willoughby Williams.* Solicitors: *Hood Barrs; Edward H. Quicke.* H. C. J.

---

7. TRUSTEE—CALLING IN SECURITIES—*Breach of trust.* A testator had invested money on freehold mortgages, and at his death in 1880 the mortgages were good securities. The trustees of his will were authorized to invest on mortgage. His trustees and executors retained the mortgages till the present time, and owing to the general depreciation in the value of land they had become very inadequate securities, and could not be realized without great loss:—*Held*, by the Court of Appeal, that the executors and trustees were not guilty of wilful neglect and default in retaining the securities, it appearing that they had from time to time taken all due care to consider and determine what ought to be done in the circumstances in which they were placed; that they had acted as a prudent owner might have done, and were at most only guilty of an error of judgment; and that they were not liable for the loss which had occurred. No opinion was given on the point decided by Kekewich J., [1896] 1 Ch. 323. *In re* Chapman. Cocks *v.* Chapman. July 7. C. A. (Lindley, Lopes and Rigby L.JJ.).

Counsel: *Swinfen Eady, Q.C.*, and *T. L. Wilkinson; Warrington, Q.C.*, and *Gatey; Warmington, Q.C.*, and *Micklem.* Solicitors: *Collyer-Bristow & Co.; H. A. Maude; Waterhouse, Winterbotham & Co.* G. I. F. C.

Digitized by Google

NOTICE TO SUBSCRIBERS.

It is intended during the ensuing Long Vacation to publish in the Weekly Notes a selection from reports of recent cases decided by the Supreme Courts in Scotland and in Ireland under such Revenue Statutes as are common to all parts of the United Kingdom.

It has been frequently laid down by the Courts in England that decisions of the Courts of co-ordinate jurisdiction in the sister countries, though not binding authorities, are to be treated with great respect, so far as they are decisions on enactments, or on principles of general law, which are applicable in England. This is especially so in cases on the construction of the Revenue Statutes above referred to. It is therefore considered that the reproduction of these reports in England, so far as this can be done in the limited space placed at the disposal of the Council by the temporary closing of the Courts, will be useful to the entire Profession.

The Scottish Reports will (by the permission of the proprietors) be reprinted from Rettie's Reports, with such explanations as may be necessary to make the Scottish technical words of procedure intelligible here. The Irish Reports will be (with the permission of the Council of Law Reporting in Ireland) reprinted from the current series of Reports there. In both cases, such abridgment will be made as may be found convenient.

COURT OF SESSION, SECOND DIVISION.

November 17, 1891.

Great Britain Steamship Premium Association, Pursuers (Appellants).

James L. Whyte, Defender (Respondent).

19 Rettie (Court of Session Rep. 4th Series), 109.

Stamp-duty—Sea insurance—Time policy, including a number of ships—Customs and Inland Revenue Act, 1867 (30 *Vict. c.* 23), *s.* 1, *Schedule B, and s.* 4—*Interpretation Act*, 1889 (52 *&* 53 *Vict. c.* 63), *s.* 1 (*b*).

The Customs and Inland Revenue Act, 1867, s. 1, enacts that there shall be charged the several duties respectively specified in schedules A, B, and C to the Act.

Schedule B,—" . . . For every policy of sea insurance for time, in respect of every full sum of 100*l.*, and in respect of any fractional part of 100*l.* thereby insured, where the insurance shall be made for any time not exceeding six months, 3*d.*"

Sect. 4 defines sea insurance as meaning, *inter alia*, "any insurance . . . made upon any ship or vessel."

Sect. 1 of the Interpretation Act, 1889, provides—(1) that in any Act passed after 1850, unless the contrary shall appear (*b*) words in the singular shall include the plural, and words in the plural shall include the singular.

Held that a time policy of insurance embracing a number of vessels with separate sums insured on each was properly stamped at the duty corresponding to the aggregate sum insured.

No. 30.—1896.

On 30th November, 1887, John Holman & Sons, shipowners and insurance brokers, London, on behalf of themselves and all persons interested, insured with J. L. Whyte, merchant, Glasgow, and certain other underwriters, 119 steamers, mentioned in a list attached to the policy, for the space of 133 days from 10th October, 1887. The policy effecting this insurance was underwritten by Mr. Whyte for the sum of 1450*l.*, and the aggregate amount insured was 34,690*l.*, each vessel having a specific portion of that sum appropriated to it, and the sum being ascertained by adding together the several sums specified as insured on each item comprehended in the policy. Nine of the steamers were insured for full sums of one or more hundreds of pounds, while the remaining 110 ships were insured for sums which included a fractional part of 100*l.*

The amount for which the policy was stamped was 4*l.* 6*s.* 9*d.*

In January, 1888, three of the ships named in the policy were wrecked, and became total losses.

In May, 1890, the Great Britain Steamship Premium Association, with consent of John Holman & Sons, raised an action against James L. Whyte for payment of the sum of 43*l.* 17*s.* 9*d.* as the amount due to them in respect of the total loss of these three steamers on the sum underwritten by the defender. The pursuers in their pleadings averred that they were insured by the policy to the amount of the sums entered against each vessel in the list in the event of a total loss of the vessels.

The defender pleaded, *inter alia*:—(2) Said policy not being duly stamped, pursuers are not entitled to sue thereon, and the present action should be dismissed with costs.

On 10th July, 1890, the Sheriff-substitute (Erskine Murray) pronounced this interlocutor (judgment):—"Finds that the second plea stated by the defender, that the document No. 7/1 of process founded on by pursuers is insufficiently stamped, will fall to be sustained," &c.

On appeal, the Sheriff (Berry) adhered (affirmed the judgment), and remitted to the Sheriff-substitute for further procedure.*

The Sheriff-substitute, on 8th January, 1891, sustained the defender's second plea in law, and dismissed the action.

The pursuers appealed.

* In the note appended to the Sheriff's judgment, after stating the case and citing the Act 30 Vict. c. 23, and the Interpretation Act, 1889, he concluded:—"It is said the words 'upon any ship or vessel' in the Stamp Act, 30 Vict. c. 23, should be read as including a case of insurance 'upon any ships or vessels,' and consequently the document here should be viewed as a single policy, although it bears to insure a number of vessels. In aid of the argument on this point, reference is further made to the principle that revenue statutes should be construed strictly against the revenue, and favourably to private persons. I am unable to give effect to this argument. If we are to apply the Interpretation Act to the Stamp Act, and read the words 'ship or vessel' as if they were 'ships or vessels,' we must at the same time read other nouns in the same sentence as being also in the plural. In this way we are brought to a definition of 'sea insurances' in the plural, and in ascertaining the meaning of 'sea insurance' in the singular are left to the guidance of the provision in the Stamp Act itself, under which an insurance on any single ship falls, in my judgment, to be treated as a separate and distinct insurance. The unreasonableness of reading one word in the plural while others in the same sentence are left in the singular, might be exemplified by reading the clause which defines the word 'policy' thus, that that word in the singular means 'any instruments, &c.,' in the plural.

"The Sheriff-substitute has dealt with the case as if the insurances here were voyage, and not time policies; the arguments, however, which apply to the two cases do not seem to differ in principle. I agree with him in the result that the document in question is not sufficiently stamped as one policy."

Digitized by Google

Ure, for the pursuers, argued:—Sect. 4 of the Act of 1867 must be read in the light of s. 1 (*b*) of the Interpretation Act of 1889. As the "contrary intention" in the words of the latter Act did not appear in the Act of 1867, the words "upon any ship or vessel" must be read as including a case of insurance "upon any ships or vessels." Consequently the document here must be viewed as a single policy, although it bore to insure a number of vessels (*Magistrates of Glasgow* v. *Police Commissioners of Hillhead*, March 20, 1885, 12 Rettie, 864). If there was any doubt, the Revenue Statute must be construed strictly against the revenue, and in favour of the holder of the policy. But, further, the stamp was in exact accordance with the schedule, which contained no indication that the duty was dependent upon the number of subjects covered by the insurance.

The Dean of Faculty and *Salvesen*, for the defender, argued:—The policy of the statute was to charge duty for each separate risk insured. Here, there were 119 separate risks, and the duty must be calculated not upon the aggregate sum insured, but upon each separate risk, *i.e.*, on each separate vessel. The Interpretation Act, 1889, did not apply, as there was here a contrary intention in the sense of the Act. The case of the *Magistrates of Glasgow* had little bearing upon the present case. In it, it was true, a former Interpretation Act (13 Vict. c. 21, s. 4) was held applicable, but the Court were driven to this construction, for it was absolutely essential to the working of the Roads and Bridges Act as regarded the question in the case.

At advising (*i.e.*, on considering the cause) the judges gave their opinions as follows:—

Lord Young.—The policy sued on is a "policy of sea insurance for time," not exceeding six months, on 119 steamers, "as per list attached"; and no objection is stated to it except that it is not duly stamped. If the law were that only one ship can be insured by one policy, this policy would be invalid irrespective of the Stamp Act, but it is not contended that the law is so, or that two or any number of ships may not be insured by one policy.

I therefore assume that at the common law, and irrespective of the Stamp Act, the policy sued on is a valid policy of sea insurance for the time specified on the 119 steamers named in the list attached, and on this assumption proceed to consider the objection that it is, according to that Act, insufficiently stamped. That objection is that, inasmuch as each of the 119 steamers might have been insured by a separate policy, the stamp on the one policy that comprehends them all must equal in amount the sum of the 119 stamps which would have been used had there been 119 policies, one on each steamer, for the sum set against it in attached list. If this view be sound, the objection is good, and otherwise not, for it is founded on no other. I am very clearly of opinion that it is unsound.

The statute which governs the matter of duty on policies of sea insurance is 30 Vict. c. 23, and it enacts that the stamp-duty on any such policy for time not exceeding six months shall be 3*d.*, "in respect of every full sum of 100*l.* and in respect of any fractional part of 100*l.* thereby insured." The sum insured by the policy in question is 34,690*l.*, *i.e.*, the full sum of 100*l.*, 346 times repeated, and one fractional part of 100*l.*, so that the stamp ought to be of the amount of value of 347 times 3*d.*, or 4*l.* 6*s.* 9*d.*, and it is of that amount exactly.

The sum insured by the policy is ascertained by adding together the several sums specified as insured on each item comprehended in the policy. But in this there is nothing wrong or unusual. It is on the contrary the familiar, invariable, and I should have thought necessary practice in all policies whether against sea perils or fire. There is no possible objection to a policy embracing any number of items, each insured for a specified sum, and none that I see, or can imagine, against such items being all or some of them steamers, any more than against their consisting of any kind of cargo, pictures, or machinery, or anything else quite capable of being each of them insured by a separate policy. The idea of calculating and estimating the stamp-duty on a policy which embraces several items, not by taking their aggregate amounts, but by supposing that each had been the subject of a separate policy is, so far as I know, quite novel, and I think inadmissible.

I cannot comprehend the view of the Sheriff when he says that he is unable to give effect to the argument that "the document (the policy) here should be viewed as a single policy, although it bears to insure a number of vessels," and that, in his opinion, "we should have here 119 different policies." We have in fact only one policy, and if it is incapable of insuring a number of vessels, we cannot, as I have pointed out, reach any question about the stamp, for no stamp whatever would validate it. On the other hand, if the policy is by the common law capable of insuring a number of vessels and the only question is what stamp (if any) ought by statute to be impressed on it, the legitimate and logical result of the Sheriff's reading of the statute is that this policy does not fall under it, and so need not be stamped at all, for the statute alone can subject it to stamp-duty. The Sheriff's reading of the statute is, that stamp-duty is thereby imposed only on a policy of sea insurance "upon any ship or vessel," the singular "ship or vessel" being incapable, either by the rules of the common law, or by virtue of the Interpretation Act of 1889, of being read in the plural "ships or vessels."

It seems to me that the legitimate and logical result of this view is, that a policy of sea insurance on "ships or vessels" does not fall under the taxing enactment. I need hardly say that the view is, in my opinion, altogether wrong. I see no objection whatever to the applicability of the Interpretation Act, although, as I should reach the same result without it, I regard it as superfluous to the point in question.

Lord Rutherfurd Clark concurred.

Lord Trayner.— . . . . The determination of the question before us depends on the terms and construction of the Act 30 Vict. c. 23, which provides that, after the passing thereof, certain duties set forth in Schedule B annexed to the Act shall be payable on policies of sea insurance in place of the duties previously exigible. By sect. 4 of this Act, the expression "sea insurance" is defined to mean "any insurance (including re-insurance) made upon any ship or vessel, or upon the machinery, tackle, or furniture of any ship or vessel, or upon any goods, merchandise or property of any description whatever on board of any ship or vessel, or upon the freight of, or any other interest which may be lawfully insured in or relating to any ship or vessel." Upon the terms of this clause the defender maintains that the words "any ship or vessel" must be read strictly as expressed in the singular number, and as

Digitized by Google

meaning "any one ship or vessel"; that where two or more ships are covered by the one policy the insurances must be distinct, and duty paid on each as if it were the sole insurance; that, so regarded, the policy founded on is insufficiently stamped.

I do not regard this 4th section of the statute as having very much to do with the question before us. [But having regard to the Interpretation Act, 1889, I think the defender's reading of the clause cannot be accepted.] The part of the Act with which we are really concerned is the Schedule B annexed to the Act, which is specially declared (sect. 1) to be a part of the Act. The terms of that schedule leave no room for doubt as to the cases in which stamp-duty is exigible, or as to the amount of the duty required to be paid. It provides that, "in every policy of sea insurance for time," where the time does not exceed six months, there shall be paid a duty of 3*d.*, "in respect of every full sum of 100*l.*, and in respect of any fractional part of 100*l.* thereby insured." Now, apply that to the present case. We have a time policy of sea insurance for less than six months whereby there is insured a sum of 34,690*l.* There must be paid a duty of 3*d.* per 100*l.* on each of the 346 hundreds insured and 3*d.* more for the odd 90*l.*, the fractional part of a hundred. This has been done. It will be observed that the schedule does not say that the duty is at all dependent on the number of subjects which the insurance covers, but gives as the only standard for ascertaining the duty payable the amount insured. And that this is not only in accordance with the words of the schedule, but is in full accordance with its intention, becomes, I think, plain when the concluding part of the schedule is considered. That part of the schedule to which I am about to refer has been repealed, but it may still be referred to, as I propose to do, for the purpose of throwing light upon the meaning and intent of the provisions preceding it which are still operative. The schedule provides that where "separate and distinct interests of two or more persons" shall be insured by one policy, duty shall be payable on each separate interest at the same rate according to the amount or value of the interest "thereby insured." What the separate and distinct interests are which are here referred to may be learned from the terms of the fourth or definition clause I have already quoted. They are the interests of the shipowner in his ship, the merchant in his cargo, it may be of a charterer in the freight, or a mortgagee for his debt secured over the ship. These interests may be involved in, and insurance thereof may cover, one or many subjects in which the interest is centred. Thus, the merchant or shipper may insure a cargo at 10,000*l.*, but he may have declared or estimated in a list appended to the policy the value of different parts of the cargo at various sums. This would not make a separate policy for each part of the cargo, each paying its appropriate stamp-duty. The interest is 10,000*l.*—that is the sum insured,—and the fact of that aggregate interest or value being distributed over different parts of the cargo would make no difference, according to the Act, in the duty payable in respect of the insurance. So, in the present case what is insured is the shipowner's interest to the extent of 34,690*l.* distributed over various vessels. It is, however, one interest. The fact that the statute provided for the separate insurance stamp-duty in respect of separate interests, and made no reference to the several subjects in which that interest might be centred, seems to me to indicate clearly that in estimating the stamp-duty the several interests were to be regarded, and that the several subjects in which the interest insured exists were not. The words of the statute are that stamp-duty is to be paid on the sum insured under the policy, and this was the correct language to use. It is said popularly that the ship is insured—the cargo and freight are insured. But in fact it is not the ship, cargo, or freight that is insured. It is the insurer's money interest in any or all of these subjects, and therefore I say that the language of the statute is strictly accurate when it speaks of the sum as insured, and not the subject of which that sum is the expressed value.

I am of opinion that the interlocutors appealed against should be recalled, the defender's second plea in law repelled, and the case remitted back to the Sheriff to proceed therein.

Lord Justice-Clerk.—I have had considerable difficulty in making up my mind upon this case. I was very much moved by the able argument addressed to us for the respondent, but after reconsidering the case, with the aid of your Lordships' advice, I have come ultimately to be of opinion that the judgments of the Sheriffs are wrong.

The Court pronounced their formal judgment accordingly; repelling the second plea of the defenders, and to that extent reversing the judgment appealed against, and remitting the case to the Sheriff-substitute.

COURT OF SESSION, FIRST DIVISION.

November 20, 1891.

Arizona Copper Company, Appellants.
Surveyor of Taxes, Respondent.

19 Rettie, 150.

Revenue—Income-Tax—Profits—Deduction—Bonus—Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35), *Schedule D, First Case, Rules III. and IV. and sect.* 159.

A company borrowed a large sum of money, and undertook, along with repayment of the capital sum borrowed, to pay the lenders a bonus of 10 per cent. thereon. *Held* that, in estimating the balance of profits and gains chargeable under Schedule D, the company were not entitled to deduct the amount of the bonus from the profits of the year in which it was paid.

The Arizona Copper Company, Limited, was formed and registered on 11th August, 1882, and was reconstructed in 1884. On 4th December, 1883, a company called the Arizona Trust and Mortgage Company, Limited, was formed and registered, as the prospectus bore, "primarily for the purpose of acquiring and holding the obligations of the Arizona Copper Company, Limited, and to provide the funds necessary to complete its works."

By agreement between the two companies, dated 8th and 11th December, 1883, it was provided, *inter alia* (1) that the Mortgage Company should lend to the Copper Company the whole sum required for their purposes, not exceeding in all the sum of 360,000*l.*; (2) that the Copper Company should repay all such sums as were lent, on 15th May, 1894, with an option to the Copper Company, upon giving six months' notice to the

Digitized by Google

Mortgage Company, to pay a part or the whole of the advances made to them at 15th May, 1889, and that on repayment of any capital sum the Copper Company should also pay to the Mortgage Company along therewith a bonus of 10 per cent. on the amount repaid; and (3) that the Copper Company should pay interest at the rate of 10 per cent. on the amount of the advances due by them.

Following upon this agreement the Mortgage Company lent the Copper Company sums amounting to 337,414*l.*, and the Copper Company repaid these sums under an agreement dated 2nd and 4th June, 1888, and along with repayment of the capital sum borrowed they paid the Mortgage Company the stipulated bonus of 10 per cent., which, less 7 per cent. discount, amounted to 31,379*l.* 11*s.* 9*d.*

In making their return for assessment to income-tax, under Schedule D, for the year 1889-90, based on the profits of the three preceding years, 1886-88, the Copper Company stated a sum of 27,462*l.* 8*s.* 7*d.* as the amount of their profits for the purpose of assessment, and on that sum they were assessed and paid income-tax. In making that return the Copper Company had deducted from the profits of the year ending 30th September, 1888, *inter alia*, the amount of the bonus of 31,379*l.* 11*s.* 9*d.*, but this and certain other deductions were disallowed by the Income-Tax Commissioners, and an additional assessment intimated.

The Copper Company then appealed to the General Commissioners of Income-Tax. In support of their appeal they stated, —"The above sum of 31,379*l.* 11*s.* 9*d.* was duly debited to profit and loss, as a charge on the business of the company, and it remained at the debit of that account until, in order to identify the larger sums so dealt with, and, if deemed expedient, spread them over longer than one year, the said suspense capital account was opened. The amount debited to that account was in due course charged against and paid out of the profits of the company."

The General Commissioners refused to allow the deduction claimed for the amount of the bonus, and at the request of the Copper Company a case was stated for the opinion of the Court of Exchequer.

Asher and *Ure*, for the company:— . . .

The Lord Advocate (*Pearson*) and *A. J. Young*, for the Surveyor of Taxes:— . . .

The following cases were referred to in the arguments:—

Addie v. *Solicitor of Inland Revenue*, Feb. 16, 1875, 2 Rettie, 431.

Coltness Iron Company v. *Black*, April 7, 1881, 8 Rettie (H. L.) 67; 6 App. Cas. 315.

Forder v. *Handyside*, 1876, 1 Ex. D. 233.

Watney & Co. v. *Musgrave*, 1880, 5 Ex. D. 241.

Alexandria Water Company v. *Musgrave*, 1883, 11 Q. B. D. 174.

Irving v. *Houstoun*, July 27, 1803, 4 Pat. App. 521.

Southern Cemetery Company v. *Surveyor of Taxes*, Nov. 29, 1889, 17 Rettie, 154; *Mersey Docks and Harbour Board* v. *Lucas*, 1883, 8 App. Ca. 891; *Paddington Burial Board* v. *Commissioners of Inland Revenue*, 1884, 13 Q. B. D. 9.

City of London Contract Corporation, Limited v. *Styles*, 1887, 2 Tax Cases, 239.

Last v. *London Assurance Corporation, Limited*, 1885, 10 App. Ca. 438; *Gresham Life Assurance Society* v. *Styles*, 1890, 24 Q. B. D. 500.

Lord President.—The Arizona Copper Company, Limited, borrowed from the Arizona Trust and Mortgage Company, Limited, moneys amounting to 337,414*l.*, for the purpose of completing their works. By the agreement between the two companies under which these loans were given, they were to be repaid on 15th May, 1894; but the borrowers were entitled, upon giving six months' notice, to pay off the whole, or such portion as they thought fit, at 15th May, 1889. On the repayment of any capital sum the borrowers undertook to pay to the lenders, along therewith, a bonus of 10 per cent. upon the amount of the repayment.

The option thus given was exercised, and the whole loan has been repaid before the stipulated term, along with 31,379*l.* 11*s.* 9*d.* as the covenanted bonus. This sum, according to the statement of the appellants (the borrowing company), was in their books debited to profit and loss, as a charge on the business of the company; it remained at the debit of that account until, in order to identify the larger sums so dealt with, and, if deemed expedient, spread them over longer than one year, it was put to a suspense capital account; but the amount was in due course charged against and paid out of the profits of the company.

The question before the Court is, whether the Arizona Copper Company, the borrowers, are entitled to deduct this bonus in returning their profits under the Income-Tax Acts.

There cannot be said to be any complexity or ambiguity in the application of the money or in the source from which it was paid. It was paid in a lump payment as one of the considerations stipulated for a loan of capital employed in the adventure, —to wit, in the completion of the works,—the other consideration being interest at 10 per cent. per annum, and it is in terms admitted in the case to have been paid out of the profits of the company.

Now, at this stage of the development of the law of the income-tax, it is not to the purpose to consider whether such a payment is a proper deduction from the point of view of a business concern, making up its own balance-sheet for its own purposes. The question is, whether such a payment out of profits is an authorised deduction in estimating the balance chargeable under Schedule D. It appears to me, as a sum paid in return for a loan of capital, to be entirely heterogeneous to those outlays the deduction of which is permitted as being necessarily incidental to the earning of profit; and I think to deduct it would be contrary to the prohibitions laid down in Schedule D and in the 159th section of the same Act.

Lord Adam.—I confess I cannot see upon this case, and I do not think the case tells us, when the various sums of capital were repaid by the Copper Company to the Mortgage Company and when the 10 per cent. bonus accresced and became due. I rather gather that the matter is one of adjustment in the Copper Company's books. But however that may be, I think the most favourable way to take the question for the Copper Company is to assume, as was assumed in the discussion, that this whole sum of 31,379*l.* 11*s.* 9*d.* was paid within the year in which it is proposed to be assessed, although, I confess, I do not see that that appears upon the face of the case.

Now, if that be so, my opinion is with your Lordship, that this sum of 31,379*l.* 11*s.* 9*d.* is simply a debt due by the Copper Company to the Mortgage Company. So far as I can see it is not a loss incurred in carrying on the business of the Copper

Digitized by Google

Company in any way. If it were, it might or it might not be a proper sum to deduct before striking the balance of profit and gains, even in a question with the Crown. But it is not a loss; it is merely a debt incurred in carrying on the business of the company. I do not see, if we were to allow a deduction of this debt, on the ground that it was paid out of profits, where we should be able to stop. I find no authority in any of the taxing statutes for allowing such a deduction.

Now, if the amount of this bonus be not, as I think it very clearly is not, a sum which ought to be deducted before striking the balance of profit and gains on which this company falls to be assessed, I think there is no question in this case, because if it is not to be deducted in order to ascertain the balance of profits and gains, then to be deducted it must fall under some of the clauses of the statute which allow deductions to be made. But there is no clause allowing such a deduction as this. Therefore I agree with your Lordship.

Lord M'Laren.—I agree with your Lordship in the chair, and the only remark I would make is, that if this is not profit, then the amount of profit earned in a particular year must depend on the resolution of the company to pay off debt or not to pay off debt. Now, that seems to me to reduce the case contended for against the Crown to the absurd proposition that the company should be entitled to fix what they consider profit, and be assessed upon that sum.

Lord Kinnear.—I am of the same opinion.

The Court affirmed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

January 27, 1892.

Robert S. Smith, Appellant.
William Petrie, Respondent.

19 Rettie, 405.

Revenue—Inhabited house duties—Hotel stables and coach-house—House Tax Act, 1808 (48 *Geo.* 3, *c.* 55), *Schedule B, rule* 2—*Inhabited House Duty Act*, 1851 (14 & 15 *Vict. c.* 36), *Schedule—Customs and Inland Revenue Act*, 1878 (41 *Vict. c.* 15), *s.* 13, *sub-s.* 1.

Held that stables and a coach-house, which were occupied in connection with the business of a hotel by the hotel-keeper, but which were separated from it by a passage over which the public had a right of way and three adjoining feuars a servitude of passage, were not exempt from inhabited house duty, but fell to be assessed along with the hotel.

Douglas v. *Young*, November 14, 1879, 7 Rettie, 229, *followed.*

At a meeting of the Commissioners for General Purposes for the Forfar district of the county of Forfar, William Petrie, hotel-keeper, Forfar, appealed against the assessment made upon him for the year 1891-92 of 1*l.* 19*s.* for inhabited house duty, at the rate of 6*d.* per pound on 78*l.* sterling, the annual value of the Salutation Hotel and stables and coach-house occupied by him at East High Street and South Street, Forfar, so far as the assessment included the stables and coach-house.

The assessment appealed against was levied in terms of the Inhabited House Duty Act, 1851 (14 & 15 Vict. c. 36), and the House Tax Act, 1808 (48 Geo. III. c. 55).

The Commissioners sustained the appeal, and a case was stated, at the request of the Surveyor of Taxes, for the opinion of the Court of Exchequer.

The following facts were set forth in the case:—(Second) The hotel of which, along with the stables and coach-house adjoining, Mr. Petrie was proprietor and occupier, has a frontage both to East High Street and South Street, Forfar, with a bar entrance at the junction of those streets. The kitchen door of the hotel enters from a passage running from South Street to East High Street at the back and side of the hotel. The said passage separates the hotel from the stables and coach-house, which are under an entirely separate roof from the hotel building, and are situated at the back corner thereof. The carriage entrance to the stables and coach-house is from East High Street, the said passage being only a foot passage from South Street.

(Third) The general public have a right of way over this passage, and it is subject to a servitude of passage in favour of three feuars having properties adjoining.

(Fourth) In addition to the hotel business, the appellant carries on a horse-hiring business, and puts up horses at livery in the said stables.

(Fifth) The value of the hotel was 58*l.* per annum, and the value of the stables and coach-house was 20*l.* per annum.

The appellant claimed relief from the assessment as far as it included the stables and coach-house, on the ground that the hotel and the stables and coach-house were distinct tenements, separated from each other by the public right of way and servitude of passage above mentioned; referring to the Act 41 Vict. c. 15, s. 13 (1).

The Surveyor of Taxes, on the other hand, contended that the hotel and stables and coach-house formed one assessable subject, and were all chargeable under the second rule of Schedule B of the Act 48 George III. cap. 55, and in support of his contention he referred to the case of *Douglas* v. *Young*, Nov. 14, 1879, 7 Rettie, 229.

Argued for the appellant;—The point here raised was settled by *Douglas* v. *Young*, Nov. 14, 1879, 7 Rettie, 229, in which it was decided that the mere severance of one portion of let premises from another portion did not affect their unity as an assessable subject.

There was no appearance for the respondent.

Lord President.—I think this case has been wrongly decided by the Commissioners, and that we must sustain the appeal. The case of *Douglas* v. *Young* certainly comes very near it, the only points of difference between them being (1) that in this case there is a passage between the hotel and the stables, while in *Douglas'* case they were separated by a court or yard; (2) that in *Douglas'* case the court seems to have been occupied partly by the hotel-keeper and partly by other persons, while here the public have a right of way, and three adjoining feuars a right of servitude over the passage. These, however, are very unsubstantial distinctions, and do not take this case out of the rule laid down in *Douglas'* case.

I think the stable and coach-house are occupied along with the hotel, and it being now settled law that a hotel is a dwelling-house, I think the stables and coach-house must be held to be an adjunct of a dwelling-house, notwithstanding the fact that they are separated by the passage.

Digitized by Google

Lord Adam concurred.

Lord M'Laren.—I think the stables and coach-house belong to the dwelling-house. This case is, I think, ruled by *Douglas'* case, which was a case of a hotel not occupied by the landlord's family personally, for he had a separate dwelling-house, but only as an hotel in the strict sense of the word.

I do not think I should ever have found out for myself that such an hotel was an inhabited house in the sense of the Act. But the point has been conclusively settled in *Douglas'* case, and we must accept it as binding.

Lord Kinnear.—I concur with your Lordship in the chair.

The Court pronounced this interlocutor (formal judgment):—"Reverse the determination of the Commissioners: Sustain the assessment, and decern, and remit to the said Commissioners to refuse the appeal."

COURT OF SESSION, FIRST DIVISION.

January 12, 1894.

The Lord Advocate (Respondent) *v.* Macfarlane and Others (Dunlop's Trustees).

21 Rettie, 348.

Revenue—Legacy duty—Lands purchased before vested right acquired by beneficiary.

Trustees having, pursuant to directions of a will, laid out money out of the personal estate in the purchase of land before the time when any beneficial interest became vested under the will, *held* that legacy duty was not payable upon the sum so laid out.

In this case, which was the subject of the appeal reported [1894] App. Cas. 291, the following point was decided by a part of the judgment of the Court of Session which was not appealed from.

In the account lodged by the trustees pursuant to the former order of the Court of Session dated (5th February, 1892), referred to in the report of the appeal, [1894] App. Cas. 297, they deducted the sum of 21,000*l.*, being the amount laid out in the purchase of land before the expiry of the six years allowed by the will for that purpose, and before the vesting of the beneficial interests.

This deduction (as well as the deduction of 12,000*l.* which formed one of the questions in the appeal to the House of Lords) was objected to by the pursuers.

On 13th June, 1893, the Lord Ordinary repelled the objections.

The pursuer reclaimed and argued:— . . . The sum of 21,000*l.* was moveable estate expended on the purchase of real estate, and it had not been so left by the truster as to be enjoyed by different persons in succession, for Mr. Dunlop had been found absolutely entitled to it. The 19th section of the Act 36 Geo. 3, c. 52, was meant to be read in two parts, the first—which covered the present case—being wholly unqualified by the later exception. It did not matter, therefore, whether the money had been actually applied in the purchase of land before Mr. Dunlop's right emerged. It was not disputed that when he took he did so absolutely and not as first of a series of owners. It might be that he required the aid of the Entail Acts to work out his right, but with that the Crown was not concerned.

Argued for the defender:— . . . In any event, sect. 19 applied to the sum of 21,000*l.*, for it was moveable estate applied in the purchase of real estate, and it had been actually expended in the purchase of land before the expiry of the six years, and before any person had acquired a right thereto, whether limited or absolute, and before therefore any duty had accrued, and when Mr. Dunlop's right was ascertained the estate was exactly in the position described in the last exception. There was no warrant for breaking up the section into two parts as the pursuer proposed, so as to limit the last exception to the case of money so gifted as to be enjoyed by different persons in succession.

On consideration, the judges pronounced their opinions as follows:—

Lord M'Laren.—This case relates to the liability of money directed to be invested in the purchase of land to payment of legacy-duty. The late Alexander Dunlop, having conveyed his personal estate to testamentary trustees, directed that the rents, interest, and profits of the residue of his estate should be accumulated for six years after his death, and that the residue increased by such accumulations should be applied in the purchase of lands to be entailed on a series of heirs. It may be here noticed that under the powers of the deed of trust the trustees might have purchased land for the purpose of being entailed within the period of six years following the truster's death, but it is only after the expiration of this period of six years that the heirs of the destination have a right to demand and receive the full income of the residue, which is thenceforth treated as entailed money, waiting investment. During this period of six years the right of the institute or heir is restricted to an annuity of 800*l.* per annum.

Mr. William Hamilton Dunlop, the institute of entail, in the exercise of his statutory powers, elected to disentail the estate; and, under a previous reclaiming note, we held, affirming Lord Wellwood's judgment, that as Mr. William Hamilton Dunlop had, by arrangement between him and his three minor children and their curators, become entitled absolutely to the clear residue of the personal estate of the deceased Alexander Dunlop, legacy-duty was chargeable on the capital thereof at the rate of five per cent.

It then became necessary to ascertain the amount of the personal estate. An account was given in for the Lord Ordinary's consideration. To this account two objections were stated by the Lord Advocate as representing the Inland Revenue Department, which objections have been repelled by the Lord Ordinary in the interlocutor which is under review. I shall consider these objections in their order. [Having dealt with the question of the 12,000*l.* expended on the mansion-house he proceeded:—]

I pass to the second objection, under which the Lord Advocate objects to the deduction of 21,015*l.* on account of "Price of estate of Sauchrie, purchased by the trustees on 11th November, 1885, from Alexander Mitchell in virtue of directions in deceased's settlement." Now, the truster, Alexander Dunlop, died on 30th September, 1883; this purchase was made about two years later; the six years of accumulation expired on 30th September, 1889, and the proceedings for the purpose of dis-

Digitized by Google

entailing the succession were only commenced in January, 1890, and were carried through during that year. In these circumstances the defender says that this purchase falls within the general scope of the 19th section of 36 Geo. 3, c. 52, but that in this particular case no duty attaches.

The purpose of the 19th section is to regulate the payment of duty in respect of money to be applied in the purchase of real estate. It begins with general words imposing duty; then follows an exception or qualification, and to this again there is a subexception. 1st, It is enacted,—"That any sum of money or personal estate directed to be applied in the purchase of real estate shall be charged with and pay duty as personal estate." The qualification is,—"Unless the same shall be so given as to be enjoyed by different persons in succession, and then each person entitled thereto in succession shall pay duty for the same in the same manner as if the same had not been directed to be applied in the purchase of real estate,"—that is, I presume, according to the provisions of the 12th section. I pause here to inquire what would have been the right of the Inland Revenue in relation to this sum of 21,000*l.*, supposing the lands of Sauchrie had not been purchased, and the capital sum was still unexpended but entailed. It was common ground that until the expiration of the six years ending 30th September, 1889, no duty accrued. Until that date the institute of entail was not ascertained, no right to the enjoyment of the entailed money vested in anyone, and, as the Lord Ordinary points out, the rate of duty could not be fixed or the amount calculated. Immediately thereafter, the institute, Mr. William Hamilton Dunlop, would, in the case supposed, be liable to pay duty on the value of his life interest according to the tables appended to the Act of Parliament, and if he died before a purchase was made (the money being still entailed) the next heir would pay legacy-duty on his life interest, and so on. I pass to the subexception of the 19th section which (like the chief exception) is introduced by the word "unless," *i.e.*, "unless the same shall have been actually applied in the purchase of real estate before such duty accrued, but no duty shall accrue in respect thereof after the same shall have been actually applied in the purchase of real estate, for so much thereof as shall have been so applied."

Keeping in view that at this time, and for many years thereafter, land was altogether exempted from succession-duty, or death-duty of any kind, I think the meaning of this sub-exception is very plain. So soon as the money shall be *de facto* converted into land, it is to be exempt from future taxation. Until an investment is found the heirs in succession must pay duty as for a pecuniary legacy, but after an estate is purchased and the trust so far executed the legacy account closes, future heirs are heirs to landed property, and it is not intended that the estate in their hands should be subject to duty.

The peculiarity of the present case is that the estate was purchased before a right to its value vested in anyone. Before the purchase was made, it was not possible to find a person liable in duty as having a limited interest, and after the purchase was made then by the express words of the last exception no duty accrues.

It is certainly a curious result of the statutory provisions that this capital sum, although left by the testator in the form of money, escapes taxation altogether under the Legacy Duty Act. But it can hardly be said that it escapes liability contrary to the policy of the Act, when it is observed that this is the result of the money being converted into land soon after the testator's death, and before the acquisition of a vested interest by an institute. We were informed that succession-duty under the Act of the present reign has been paid on this sum.

I ought not to conclude without taking notice of the argument founded on the proviso to the 19th section, which was the subject of consideration under the previous reclaiming note, under which any person who shall become entitled to an estate of inheritance in possession is to pay duty as if absolutely entitled. Now, this proviso begins with these words,—"In case before the same, or some part thereof" (that is, of the money) "shall be actually so applied, any person or persons shall become entitled to an estate of inheritance in possession," &c. Now, in the present case, the defender did not disentail before this money was applied in the purchase of land, and so did not in the language of the statute become entitled to an estate of inheritance before the money was so applied. Accordingly, I agree with the Lord Ordinary that this proviso has no application to the subject of the second objection.

Lord Kinnear.—I am of the same opinion, and I should not have thought it necessary to add anything were it not that observations I am reported to have made in the previous case were referred to in argument as supporting the view that Mr. Dunlop's right from the moment it vested in him was an absolute right to the residue of this estate. The argument is that nothing following the words "unless the same shall be so given as to be enjoyed by different persons in succession" is applicable to a legatee having from the first an absolute right. It is inaccurate to say that Mr. Dunlop's right was absolute from the first. But he had from the first—that is from the time when his interest vested—a capacity to acquire such a right, and he did, in fact, acquire it, before any question of duty arose. What I said was intended to apply only to the circumstances of the case which we were then considering. The condition of the argument was that while the money was still unpaid and unapplied in the hands of the trustees, the institute had acquired right but in fee-simple. It appeared to me that liability for legacy-duty must be determined by reference to the interest which the legatee actually takes under a will, rather than by what the will *ex figura verborum* may purport to bequeath; and therefore that Mr. Dunlop could not at the same moment claim immediate payment of the whole residue in his own right, and also maintain that the residue so to be paid to him absolutely had been given to be enjoyed by a series of heirs in succession so as to exempt him from legacy-duty. Whether that was right or wrong, it has no application to the present question.

The facts on which that question depends are clearly stated by the Lord Ordinary. The testator directed the residue of his estate to be applied in the purchase of land to be entailed on a series of heirs. Before any right had vested in the institute, the trustees, in the execution of their trust, had laid out 21,000*l.* in the purchase of the lands of Sauchrie, to be entailed according to the directions of the testator. The institute, Mr. Hamilton Dunlop, cannot demand payment of that portion of the residue in money, because no interest in the money had vested in him until after it had been converted into land in due performance of the trust. But when the right vested it was, as

Digitized by Google

the Lord Ordinary points out, not an absolute right to the estate of Sauchrie, but only a right to demand a conveyance under the fetters of an entail, although by disentailing he has now right to demand a conveyance in fee-simple. The meaning of the enactment appears to me to be, first, that money left by will to be laid out in the purchase of land is to be chargeable with legacy-duty as personal estate, except when it is so given as to be enjoyed by different persons in succession; secondly, that in this excepted case each successive owner is to pay duty by way of annuity unless and until the money is actually laid out in the purchase of land, after which no duty would accrue under the Act of George III., although the land so purchased may be chargeable under the later statute. I think the money now in question falls within the exception, because when it was applied in the purchase of land it was subject to a trust for the benefit of a series of heirs in succession, and because it had been actually laid out before the duty accrued.

The Lord President concurred.

Lord Adam was absent.

The Court recalled the interlocutor of the Lord Ordinary so far as it repelled the first objection to the residuary account given in by the defenders, and in place thereof sustained said objection, and *quoad ultra* adhered to said interlocutor.

COURT OF SESSION, FIRST DIVISION.

March 19, 1892.

Philip Sulley (Surveyor of Taxes), Appellant.
Royal College of Surgeons of Edinburgh, Respondents.

19 Rettie, 751.

Revenue—Income-tax—Exemption—Scientific institution—Income-tax Act, 1842 (5 & 6 *Vict. c.* 35), *Schedule A, rule* 6.

The Income-tax Act, 1842, Schedule A, rule 6, exempts from income-tax "any building the property of any literary or scientific institution, used solely for the purposes of such institution, and in which no payment is demanded for any instruction there afforded by lectures or otherwise." *Held* that the hall, library, and museum of the Royal College of Surgeons of Edinburgh were not exempt under the above provision, in respect that the college was not a literary or scientific institution but an institution whose main objects were professional.

On 12th January, 1891, the Royal College of Surgeons of Edinburgh appealed to the General Commissioners of Income-tax for the county of Edinburgh against an assessment under Schedule A of the Income-tax Act, on 533*l.*, being the annual value of their hall and museum, the question being whether the College was exempted as a scientific institution in the sense of the Income-tax Act, 1842, Schedule A, rule 6.

The Commissioners sustained the appeal.

The Surveyor of Taxes obtained a case. [The material facts stated in the case sufficiently appear from the opinions of the judges of the First Division of the Court, which, after argument and consideration, were pronounced as follows.]

Lord President.—The exemption from income-tax claimed in this case is rested on the following words in that part of Schedule A of the Income-tax Act, 1842 (5 & 6 Vict. c. 35), which states the allowances to be made in respect of the duties in that schedule,—"Or on any building the property of any literary or scientific institution, used solely for the purposes of such institution, and in which no payment is made or demanded for any instruction there afforded by lectures or otherwise." The hall, museum, and library sought to be assessed are the property of the Royal College of Surgeons of Edinburgh, and accordingly the claim can only be allowed if that body is a "scientific institution" in the sense of the Act. That is the question we have to decide.

That every incorporated body of surgeons or medical men has a relation to physical science, and that the association of surgeons or medical men tends to promote physical science, are propositions which cannot be questioned. On the other hand, it is manifest that the term "scientific institution" cannot be applied indiscriminately to all incorporations or associations composed of surgeons or medical men. We must find out whether science is the object of the institution in some other sense than that in which it may grandiloquently be said that it is the object of the profession of surgery.

The mode of determining such questions is usefully illustrated by the two cases cited at the bar—*The Writers to the Signet*, 14 Rettie, 34, and the *Institution of Civil Engineers*, 15 App. Cas. 334. Those cases arose under the Customs and Inland Revenue Act, 1885. The words in that Act, corresponding to those in the Act of 1842 now before us, confer an exemption on property legally appropriated and applied for the promotion of science, and as the exemption in those cases was claimed on the ground that the property was applied to the purposes of the institutions assessed, the question at issue was very nearly the same as that which more directly arises here, viz., is the institution a scientific institution? And the opinion of the noble and learned Lords and learned Judges have a very direct bearing.

Now, the existing charter of the Royal College of Surgeons of Edinburgh was granted in 1851 by royal charter granted in pursuance of an Act of Parliament. Down to 1851 the College was one of the fourteen incorporated trades of Edinburgh, as the Chirurgeons or Surgeons' Craft, being denominated at one time the Chirurgeons or Barbers of Edinburgh; afterwards the Chirurgeons or Chirurgeon-Apothecaries of Edinburgh; afterwards the College or Corporation of Surgeons of the City of Edinburgh, and having first received incorporation by royal charter in 1778 by the name of the Royal College of Surgeons of the City of Edinburgh.

In 1847, as is well known, the exclusive rights of the trades were done away with, and of course the growing dignity of the medical profession generally made the status of the trade guild inappropriate to a privileged body of surgeons. Accordingly, by the charter of 1851 the connection with the trades was terminated; arrangements were prescribed for the admission of new Fellows by diploma, and the granting of diplomas or licences entitling the recipients to practise anatomy, surgery, and pharmacy, and provisions were made for winding up a Widows' Fund connected with the institution.

At this stage it may be asked, Prior to 1851 was the Royal College of Surgeons or the Surgeons' Craft a scientific institution? I hardly think this question could be answered in the affirmative. It was a professional association, developed out of

Digitized by Google

the original Surgeons' Craft, and I see in it no note of a scientific institution.

I turn now to the College as it exists. Much has been made of the expression which occurs in the preamble of the charter of Her Majesty's willingness to give all proper encouragement to the advancement of the science of surgery within her dominions, and to promote the good of the said College. I do not think that this use of the word "science" goes far to shew that the College is, in the sense we are now concerned with, a scientific institution. We must look at the facts. The Fellows are the governing body. They are qualified surgeons, admitted as a rule after examination, and by a vote as to fitness. The College grants licences after due examination. Neither Fellows nor licentiates receive pecuniary profit out of the funds. The Fellows have the use of the library and museum, both of which are valuable collections. The College does not publish any transactions, but (as may readily be supposed) many of the Fellows are individually contributors to medical journals.

The College is concerned with education in this way. Among the buildings belonging to it are class-rooms, in which are taught the subjects of which study is necessary to the attainment of a qualification to practise surgery. The lecturers on surgery and anatomy must be Fellows of the College, but the lecturers on other subjects need not be so. All lecturers before being allowed to lecture must satisfy the College that they have adequate means of illustrating their lectures. Rent is paid to the College for the lecture-rooms by the lecturers, who draw fees from the students. Attendance on the lectures is recognised as qualifying for the medical degrees conferred by the University of Edinburgh, which avail as a qualification to practise medicine or surgery.

So far as to teaching. The College examines candidates for the licences to practise surgery which it confers, and for diplomas in public health. It also gives prizes for the best essays on surgical subjects, for dissections of the human body, and for knowledge in materia medica and therapeutics.

Such, stated shortly, are the facts. From them I gather that the Royal College of Surgeons of Edinburgh is a professional body, whose members enjoy certain privileges, and which promotes the professional teaching of its licentiates, and also of those studying for the practice of medicine generally. It certainly promotes science, because the profession is a scientific profession, and the privilege of its Fellows and the education of its licentiates, and of all who learn their profession within its walls, conduce to the advancement of science. But its primary and proximate objects are professional, and its methods square with the requirements of the profession, and if it furthers research, it is only incidentally and indirectly.

My opinion is that the decision of the Commissioners was wrong.

LORD ADAM.—The question here—at least the leading question—is, whether the Royal College of Surgeons is a scientific institution? If it be not a scientific institution, there is no other question, because in that case the question as to the use of the buildings does not arise at all. If, in the sense of the Act, the main and leading purpose of the institution is the advancement of science, it will not, I think, be the less entitled to the exemption claimed because it aids incidentally and consequentially the promotion of professional purposes, as appears to have been very much the case with the Institution of Civil Engineers in London. On the other hand, if the main and leading object of the institution be that of advancing the interests of a profession, then the fact that it may incidentally and as a consequence promote science will not the less make it other than a professional institution, and as such not entitled to the exemption claimed.

I must say I entertain no doubt that the College of Surgeons in its main and leading object is a professional institution. I think its main purpose is exactly that which is set forth in its recent charter. It says, that it shall be in the power of the said College, under its common seal, to grant diplomas or licences to practise anatomy, surgery, and pharmacy in such forms as shall from time to time be thought fit to arrange, and then it goes on to say that such parties after examination shall be entitled to be admitted licentiates of said College, and shall be entitled to exercise and enjoy all the rights of practising anatomy, surgery, and pharmacy which are commonly enjoyed by the Fellows of the said College, and which have heretofore been enjoyed. I think that is the leading purpose of this institution. It is for the purpose of qualifying persons to practise, and giving them licence to practise, anatomy and surgery, and if we look at the statement given us of the funds we see that it is from that source that the main portion of their funds is derived. One item of income consists of the sums received from candidates for the degree of licentiate of the College, and the next is exactly in the same position, namely, fees of Fellowship—the Fellowships being obviously taken, I think, for the purpose of obtaining a degree of superior reputation than that of a mere licentiate of the College. I need not repeat what your Lordship has said about the history of the institution. By producing learned men it necessarily promotes incidentally and consequentially the study of science, but that it does so I cannot think makes it a scientific institution in the sense of the Act. Its main and leading object is that of a professional institution for the encouragement and promotion of the practice of surgery, and not of science. On these grounds I entirely concur with your Lordship.

LORD M'LAREN.—The Act of Parliament gives no definition of a scientific or literary society, and we are left to define it, I presume, by a reference to the objects and practice of such associations. These, I think, may be stated generally to include the meeting for the discussion of such subjects of literature or science as the society undertakes to promote, the publication of papers, and the making grants to individuals who undertake to prosecute studies of scholarship or scientific research.

Now, in reading the opinions in the latest and most authoritative case on this subject—the case of the *Institution of Civil Engineers*—I think it is evident that in the opinion of all the law Lords who took part in the case, a body that is constituted for professional objects is not a literary or scientific society in the sense of the Act; and the distinction taken between the case of the *Institution of Civil Engineers* and that of the *Writers to the Signet* was this, that the Institution of Civil Engineers gave a professional qualification neither to members of the corporation nor to licentiates, and that while it was certainly an advantage to an engineer to be known to belong to such a society, it gave him no rights which he could exercise outside the walls of the association. And it appeared to their Lord-

Digitized by Google

ships that this—though consisting of professional men because these were the only men competent to discuss such questions—was a body constituted for objects similar to those of societies which are universally recognised as scientific societies, such as the Royal Society or the Linnæan.

Now, in comparing the present case with that of the *Civil Engineers*, I think it is chiefly distinguished by the absence of those incidents which in the opinion of the House of Lords suffice to characterise the Institution of Civil Engineers as a scientific society, and we have all or nearly all the incidents which mark out the Writers to the Signet as a professional body who were not entitled to the exemption. It is true that the Fellowship of the College of Surgeons is not technically a professional qualification—a qualification to practise—and for this reason, that no one except honorary members can become a Fellow until he has already got a professional qualification. But then while the College of Surgeons does not and cannot by making a man a member of the corporation give him what he has already, they give professional qualifications to students. They have a school, and they have an examining body, and by Act of Parliament their licence given to their students is a professional qualification. That circumstance, I think, points out very clearly what is the true character and object of this College, and I am of opinion with your Lordship that they are not entitled to exemption, and the decision of the Commissioners ought to be reversed.

LORD KINNEAR concurred.

THE COURT reversed the determination of the Commissioners, and remitted to them to sustain the assessment.

COURT OF SESSION, FIRST DIVISION.

February 28, 1893.

THE LORD ADVOCATE, Pursuer.

WILLIAM BOGIE and OTHERS (Methven's Executors), Defenders.

20 Rettie, 429.

Revenue—Double duties—Legatees identified by reference to will of another testator—Power of disposal—Stamp Duties, &c., Act, 1845 (8 & 9 *Vict. c.* 76), *s.* 4.

A. bequeathed one-third of the residue of her estate to B., and failing him to his executors and representatives. B. predeceased A., leaving a will, under which he appointed executors.

In addition to the inventory and legacy-duties payable by A.'s executors the Crown claimed inventory and legacy-duties from B.'s executors on one-third of A.'s residue on the ground that it had been disposed of by B.'s will.

Held that B.'s executors were not liable for the duties claimed.

MISS JESSIE SCOTT of Ferniebank, Newton of Panbride, Forfarshire, died on 20th July, 1888. She left a trust-disposition and settlement, dated 2nd September, 1882, by which she appointed Robert Methven, Robert Russell, farmer, Luthriebank, near Cupar-Fife, and James Russell, farmer, Parbroath, near Cupar, to be executors and intromitters with her whole moveable means and estate. After providing for payment of debts and legacies, she disposed of the residue as follows:—"With regard to the free residue of my whole moveable means and estate, of every description, which may remain at the period of my death, after fulfilment of all my obligations and payment of all my debts and the foresaid legacy, I leave and bequeath the same to the said Robert Methven, Robert Russell, and James Russell, equally between and amongst them, share and share alike, for their own use and behoof, and failing all or any of them by their predeceasing me, to their several and respective executors and representatives whomsoever, whom I do hereby appoint to be my residuary legatees."

Robert Methven predeceased Miss Jessie Scott. He died on 3rd April, 1887. He left a trust-disposition and settlement and relative codicil, dated respectively 21st January, 1885, and 4th October, 1886. By his trust-disposition and settlement he appointed trustees and executors, and conveyed to them, for the purposes therein mentioned, his whole heritable and moveable means and estate.

In a competition in 1890, between his trustees and executors and his next of kin, it was held that the former were entitled to be preferred to the share of residue bequeathed by Miss Scott's will,* *Scott's Executors* v. *Methven's Executors*, Jan. 30, 1890, 17 Rettie, 389.

On 22nd September, 1892, the Lord Advocate on behalf of the Board of Inland Revenue raised an action against the trustees and executors of Robert Methven for payment by them of inventory and legacy-duties in respect of the share of Miss Scott's estate falling to them.

On 8th December, 1892, the Lord Ordinary (Wellwood) assoilzied the defenders (*i.e.*, dismissed the action).

The Lord Advocate reclaimed (*i.e.*, appealed to the First Division of the Court).

The points raised in the pleadings and arguments sufficiently appear from the following judgment:—

LORD KINNEAR.—The question is whether a legacy is chargeable with double legacy-duty and double inventory-duty, in respect that the persons favoured by the will are the residuary legatees of another testator.

Miss Jessie Scott of Ferniebank bequeathed the residue of her estate "to Robert Methven, Robert Russell, and James Russell, equally between and among them, share and share alike, and failing all or any of them by their predeceasing me, to their several and respective executors and representatives whomsoever, whom I do hereby appoint to be my residuary legatees."

Robert Methven died before Miss Jessie Scott. The bequest in favour of his representatives and successors came into effect on her death, and the residue of her estate is now payable to them as her residuary legatees.

There is no question that the residue is chargeable with duty as a legacy under Miss Scott's will. But the Lord Advocate maintains that it must also be charged with a second duty as a legacy under Robert Methven's will, because, by the 8th and 9th of the Queen, c. 76, s. 4, every gift "out of any personal or moveable estate or effects which" a testator "hath had or shall have had power to dispose of" is to be deemed a legacy within the meaning of the statutes. The argument is that Robert Methven was empowered by Miss Scott's will to dispose of Miss Scott's estate, and that his will is to be treated as an exercise of the power notwithstanding that he died before her,

* Under such a gift, by Scotch law, there is no lapse. The executors, in effect, take as purchasers under the original will. And the case above reported, as well as the one here cited, carry the principle to its logical result.—R. C.

Digitized by Google

and knew nothing of her bequest to his executors. I think this untenable. It is not by force of Robert Methven's will, but of Miss Scott's will, that the executors of the former take their share of the residue of Miss Scott's estate. This was a ground of judgment in the competition between these executors and their testator's next of kin, *Scott's Executors* v. *Methven's Executors*, 17 Rettie, 389, and I think it is the ground on which our judgment in the present case ought to proceed. Moveable property appointed by will in pursuance of a general power for that purpose is chargeable with duty as a legacy under that will. But to bring this enactment into operation it is indispensable that a power to dispose shall have been vested in the testator and effectually exercised by him. Now, Robert Methven had no power to dispose of Miss Scott's estate, because her will did not come into effect until after his death. His representatives take as conditional institutes in consequence of the lapse by his death of a bequest in his favour. It is playing with words to say that they take by virtue of a power of disposal in him.

The cases which have been cited as to the beneficial interest in a bequest to executors appear to me to have no direct bearing. The question of liability for duty must be determined with reference solely to the terms of the will by which a legacy is bequeathed. Methven's executors take under Miss Scott's will as *personæ designatæ*. It is of no consequence that her executors must have recourse to another will in order to identify the persons, because the legacy is not a gift by that other will, but by Miss Scott's will alone. Robert Methven's will has no force or effect except as evidence for the purpose of identifying Miss Scott's legatees; nor is it material whether they take beneficially for themselves or in trust for others, because the beneficial interest in either case depends upon the true construction of Miss Scott's will, is given by her directly, and cannot with any correctness of language be said to arise from a power vested in anyone else.

For the same reasons I think that inventory-duty is payable on the residue as part of Miss Scott's estate, and not as part of Robert Methven's. It did not belong to him but to Miss Scott at his death, and he had no power whatever to dispose of it by will.

LORD ADAM, LORD M'LAREN, and the LORD PRESIDENT concurred.

THE COURT adhered (*i.e.*, affirmed Lord Wellwood's judgment).*

* The judgment was subsequently affirmed by the House of Lords, as reported [1894] A. C. 83. But the opinions of the learned Lords appear to add nothing to the concise and exact reasons of Lord Kinnear.—R. C.

COURT OF SESSION, FIRST DIVISION.

March 2, 1893.

THE LORD ADVOCATE, Pursuer (Respondent).
MRS. ANN FINNIGAN OF M'COURT AND ANOTHER, Defenders (Reclaimers).

20 Rettie, 488.

Revenue—Donation—Delivery.

In 1886, A., one of two brothers who were in partnership, when ill of the disease of which he died three and a-half months afterwards,* granted a receipt in favour of B., his partner, by which he acknowledged that he had received the sum of 100*l.* for his interest in the business from B. That sum was a totally inadequate consideration for A.'s interest. In an action against A.'s representatives by the Crown for payment of inventory-duty—*held*, upon the evidence, that whether the transaction between A. and B. was of the nature of a donation or of a sale, it was a transaction by which A.'s interest in the business was transferred to B. absolutely, and that the claim of the Crown in consequence fell to be repelled.

IN August, 1892, the Lord Advocate, on behalf of the Board of Inland Revenue, brought an action against Mrs. Ann Finnigan or M'Court and Mary Finnigan, as two of the next of kin of their deceased brother Hugh Finnigan, pawnbroker in Glasgow, who died unmarried on 28th May, 1886, and as the executors-dative *quâ* next of kin of their deceased brother Arthur Finnigan, pawnbroker in Glasgow, who died on 6th April, 1890, concluding for decree against the defenders, ordaining them to exhibit a true and full inventory of the moveable estate of Hugh Finnigan, duly stamped with inventory-duty, or otherwise a true and full account, duly stamped, of the moveable property belonging to Hugh Finnigan, "and taken from him as a donation *mortis causâ* by the said deceased Arthur Finnigan," and further, for payment of legacy-duty on the said estate.

Hugh and Arthur Finnigan had for some time carried on business in partnership as pawnbrokers in Caledonia Road and other places in Glasgow.

The pursuer claimed that the defenders, Mrs. M'Court and Mary Finnigan, were liable in inventory-duty and legacy-duty in respect of the estate left by the said Hugh Finnigan, and appropriated by his brother Arthur. Or, in the alternative, that the said defenders were liable for account-duty and legacy-duty on the value of the moveable estate belonging to the said Hugh Finnigan, which was taken as a donation *mortis causâ* by the said Arthur Finnigan.

The defenders pleaded that the deceased Hugh Finnigan died without leaving any estate subject to duty.

The evidence was to the following effect. Towards the end of 1885, Hugh Finnigan, who had for several years been suffering from mortification in one of his legs, took to bed, and thereafter ceased to share in the management of the business. On 15th February, 1886, he granted the receipt referred to on record, which was in these terms:—

"Received from Mr. Arthur Finnigan the sum of One Hundred pds. Stg. For my interest in pawnbroking offices and Sale Room at 104 & 106 Caledonia Rd. S.S. and 4 Lyon St., also stock of Jewellery and Household Furniture at 218 Argyle St., Cash in Bank, all debts to be paid by Arthur Finnigan and to receive all debts due to H. & A. Finnigan at this date."

Within a few days after the granting of this receipt the licences for the premises were indorsed by Hugh to Arthur, and the bank account, which had been kept in the name of H. & A. Finnigan, was closed, and a new account in the name of Arthur Finnigan was opened. From the end of the following month

* The claim was made under the Act 44 & 45 Vict. c. 12, s. 38, which imposes duty on property taken under "voluntary disposition purporting to operate as an immediate gift . . . which shall not have been *bonâ fide* made three months before the death of the deceased." By 52 & 53 Vict. c. 7, s. 11, the period was extended to twelve months.—R. C.

Digitized by Google

(March, 1886) the pawn-tickets were issued and the pledge-books kept in Arthur's name only.

There was no evidence as to statements by Hugh Finnigan with reference to the transference of his share of the business, but witnesses (who were adduced by the pursuer) deponed that Arthur had told them that Hugh had transferred his share to him. The nature of this evidence sufficiently appears from the quotations in the opinion of the Lord President.

It was not disputed that 100*l.* was totally inadequate as a consideration for the sale of Hugh's interest, even assuming (what the Crown did not admit) that he had no more than an equal share with his brother. There was no evidence that the 100*l.* was ever paid to him directly, but Mr. M'Groary, Arthur's law-agent, deponed that Arthur had told him that the expenses of Hugh's last illness were more than sufficient to swallow up the whole 100*l.* Hugh had no property beyond that mentioned in the receipt.

In January, 1888, the Inland Revenue authorities wrote to Arthur Finnigan asking him to explain why no inventory of Hugh's estate had been lodged. Mr. M'Groary replied, stating in effect that Hugh Finnigan had no estate at the date of his death; and that he had three and a-half months before his death, conveyed the whole interest in his business to Arthur. The Inland Revenue took no steps at that time to enforce their claim.

In the end of 1888 the defender Mrs. M'Court raised an action in the Sheriff Court at Glasgow against Arthur Finnigan for payment of a share of Hugh's estate. Arthur, in defence, averred that Hugh had conveyed everything to him, and (after considerable pressure by Mrs. M'Court's agent) produced the receipt above quoted.

In reply Mrs. M'Court denied that the receipt represented a real transaction. This action (together with a counter-action by Arthur against Mr. and Mrs. M'Court for delivery of certain articles of furniture) was terminated by an agreement under which Arthur was to pay Mrs. M'Court 2*l.* a-week during her lifetime, and to leave her 1000*l.* in the event of his predeceasing her. He had before the litigations been living with the M'Courts, and it was arranged that he should return to them.

On 28th January, 1893, the Lord Ordinary (Wellwood) pronounced this interlocutor:—"Finds that the deceased Hugh Finnigan, pawnbroker, Glasgow, died on 28th May, 1886: Finds that on his death his brother, Arthur Finnigan, took possession of his whole estate and effects, including his share in certain partnership property belonging to himself and the said Arthur Finnigan: Finds that shortly before his death Hugh Finnigan transferred his said estate and effects to Arthur Finnigan as a donation *mortis causâ*: Finds that the said Arthur Finnigan died on 6th April, 1890, and that the defenders, Mrs. M'Court and Mary Finnigan, as his executors *quâ* next of kin, have intromitted with and divided his whole estate equally between them: Finds that no inventory or account has been given up of the personal or moveable means and estate of the said Hugh Finnigan: Finds that the defenders are bound to give up an account of the personal or moveable estate of the said Hugh Finnigan; therefore appoints them to lodge such an account within four weeks for the purpose of ascertaining what account and legacy-duties are due and payable in respect of such means and estate, reserving all questions of expenses: Grants leave to reclaim against this interlocutor."

The case having been accordingly argued, on a reclaiming-note before the First Division of the Court, their Lordships pronounced their opinions as follows:—

LORD PRESIDENT.—The question in this case is, whether the defenders have made good the case stated by them on record regarding the estate which undoubtedly at one time belonged to Hugh Finnigan. The statement as given on the record is this,—"In February, 1886, the brothers entered into an arrangement whereby Hugh sold for 100*l.* his interest in the pawnbroking offices and saleroom and stock of jewellery and household furniture to Arthur, and Arthur was to pay all the debts of Hugh and of the firm, and was to receive all debts due to the firm at the date of the said receipt. This arrangement was immediately acted upon and carried out. Hugh, as from its date, ceased to have any interest in the business, and had no interest therein at the time of his death, while Arthur took immediate possession of all that Hugh had sold to him, and obtained from Hugh the pawnbroker's and plate licences duly indorsed, and having paid Hugh the 100*l.*, obtained the receipt above referred to." Now, that averment relates to an alleged transaction between two persons, both of whom are dead—Hugh necessarily dead, because the question arises as to his estate,—but this action is not brought into Court until the brother also had passed away.

Now, we have first, I think, to consider what is the evidence available as to this alleged transaction, and in the first place is there any evidence, and if so what, as to what Hugh, the party who is alleged to have handed over the estate, did upon this subject? It is in this relation that the receipt which has been produced derives its chief importance. It is not disputed that that document is in the handwriting of Hugh, or at least is signed by Hugh, and it purports to record that he has given to Arthur all "my interest in the pawnbroking offices and saleroom . . . also stock of jewellery and household furniture . . . and cash in bank." It is said as against that document that it is merely a simulate document made up to record a simulate transaction. Well, then, I turn to the facts regarding the transaction—and it seems to me this is a part of the case of the highest importance, because it may turn out, and I think does turn out, that the proved facts of the case shew that for one reason or another,—for one consideration or another,—Hugh did divest himself of the business, and did invest Arthur with the estate mentioned in that receipt. Those facts are these that the bank account was closed on the day after the date of the receipt—the bank account having stood in the name of the two brothers, who were partners in the pawnbroking business—and that thereupon a new account was opened in the sole name of Arthur; that the pledge-books from about that time were opened in Arthur's name; that the month following the pawn-tickets were issued in Arthur's name—these documents having theretofore been in the name of the firm; it is proved also—and here comes another overt and undisputable act of Hugh—that the licences both for the pawnbroking business and for the plate were indorsed by Hugh to Arthur, and that Arthur thereafter carried on the business which he was authorised to do by those licences, the copartnership having ceased to exist so far as these outward and visible signs of existence were concerned. Now, suppose that this were a complete undisputed transaction; suppose the two brothers had call

Digitized by Google

the Revenue authorities down to see them go through the operation of transferring the property, divesting the one and investing the other, what more could anybody have suggested? There was of course no removal of effects, because the two brothers were living together and carrying on business together, and the natural thing, supposing this to have been a transaction completely above board, was that there should be no removal of effects, and therefore I sum up this part of the case by saying that I think that there is there proof of the most definite description of the divestiture of Hugh and the investiture of Arthur.

But then I go on to ask, what record have we of what Arthur said as to the transaction which is now averred by his executors to have taken place? Here again, there is no deficiency of evidence, because we find on the evidence of a gentleman—Mr. M'Groary—who is called as a witness for the Crown, that at the time that a demand, or rather I should say an inquiry, was being made by the Revenue authorities, he wrote the letter which has been printed, and that he did that on the instructions of Arthur. Now, what he there says is this,—"The late Hugh Finnigan was a partner of the firm of H. & A. Finnigan, pawnbrokers, Glasgow, of which my client was also a partner. On the 15th February 1886, three and a-half months before his death, the late Mr. Finnigan conveyed his whole interest in the business carried on by that firm to my client." Now, I take another case proved by the same witness—a witness, I again observe, who was called for the Crown—and I find that Mr. M'Groary was the author, or rather I should say the compiler of the statements made for Arthur during Arthur's life in the Sheriff Court action; and Mr. M'Groary says in very pointed terms,—"I faithfully put down the instructions which had been received from Arthur"; and that statement, so far as material to the present question, is a most complete and lucid statement exactly of the transaction which is now asserted to have taken place and completely in accordance with the account given of the matter to the Revenue authorities when they applied for information. I take another source of information as to the sayings of Arthur upon this subject, and that is again another witness called for the Crown—Stephen Henry. In examination in chief he was asked, "Do you remember of Arthur Finnigan referring in conversation to the receipt that had been signed in his favour by Hugh some time before he died? (A.) He told me about it. I cannot remember the special conversation we had, but he certainly gave me to understand that as Hugh was in very indifferent health, and indeed, as he was not likely to recover, he sold him his interest in the business. (Q.) Did he tell you for what purpose the receipt had been granted? (A.) I really could not say positively that he gave me any other reason beyond what I have stated, viz., that, owing to illness, Hugh had made up his mind to part with his interest in the business. (Q.) Do you remember of his saying anything to you about escaping duty? (A.) I should not like to say that that was really mentioned by Arthur, although at the time I may have had my own impressions. I don't think that Arthur said anything further than what I have already stated." Now, setting aside in the meantime the impressions of this witness, and confining one's self to what he actually attests, there you have a perfectly explicit statement by one whom the Crown must regard as a credible witness of the account given by Arthur, and that is in complete conformity with all the pieces of evidence which I have up to this moment referred to.

Now, I should be disposed to hold that the case stated upon record by the defenders is proved by these facts and that evidence. But then it is suggested for the Crown that colour is given to that evidence by the statement introduced by Mr. Henry, which I take as a specimen, that this transaction was entered into with a view of escaping duty, and one of the witnesses, Mr. M'Groary, hints at the same thing, or at least he says that he had heard in his intercourse with Arthur Finnigan that Hugh had all along intended to give to him if he survived, while he on the other hand was to give to Hugh if he survived, the succession. Now, it seems to me the legal question thus raised is solved by the case of *Galloway*, 11 Rettie, 541—solved I mean in the view which I take of the facts regarding the transfer of the estate in question. Let it be that Hugh and his brother Arthur had been minded that the survivor of the two should succeed to the common property of both, and that that frame of mind was never interrupted, yet the facts shew that Hugh when death drew near abandoned the idea of mere testamentary disposition of his affairs, and then and there handed over his property to his brother. That is just the case of *Galloway*, the mode of transference being in this case different, merely because the nature of the estate is somewhat different.

We are asked to attach importance to the extreme improbability of the transaction thus attested by evidence, and recorded under the hands of Hugh, ever having taken place. I think it would be a strong conclusion to discard the evidence which I have referred to, but I cannot see that the antecedent improbability when scrutinised is nearly so great as at first sight would appear. It is one of the commonplaces in argument in such cases that it is very improbable that a man would denude himself of all he has, and leave himself at the mercy even of a brother. But then, when we turn to the facts about this unfortunate man, it appears that he was in such a state of health that practically the door of hope of recovery was closed. There is a most painful account given of his condition about the time of this transaction—there is no use being particular about dates, because he was dying of mortification in his leg, which had gone on for years. He had been worn to a skeleton by the month of May, and he died towards the end of May, and that state of matters, although it had of course got worse, had been substantially the same for months and years, and I cannot doubt that Hugh, like everybody who saw him, was aware that it was merely a question of time, probably a very short time, how soon his lease of life would be over.

It is said on behalf of the Crown that the 100*l.* which is said to have been the price paid for Hugh's interest in the estate is out of all conscience and belief, because his interest in the estate was, as the Crown represents, something like 3000*l.* or 4000*l.*—or more if we are to assume, contrary to all the presumptions of the case, that he had a larger interest than one-half in the business. But then does that question not come to depend very much on what the man was likely to be willing to take, lying as he was, dying by inches, worn to a skeleton, and looking death in the face? It seems to me very likely that he might say, "I might give it you altogether, but I won't denude for less than 100*l.*, and 100*l.* will be the price." It is not necessary in the view which I take of the case that we should be satisfied either that he attached any importance to the 100*l.*,

Digitized by Google

and still less that the 100*l.* was paid, if we are satisfied that Hugh divested himself of his estate *de presenti* in favour of Arthur, and I think it proved that he did. I have examined that part of the case, because I cannot say that the case impresses me as one the decision of which in favour of the next of kin would at all open the door to fraud, or suggest that fraud is easily perpetrated in such cases. The probabilities here make it an eminently acceptable view that this transaction truly was that of a living man handing over his property to his brother, and if that be the case, the Crown have no interest in this estate.

The Lord Ordinary has taken a view which, I confess, I cannot very well appreciate, at all events so far as its logic is concerned; because his Lordship finds that shortly before his death Hugh Finnigan transferred his estate and effects to Arthur Finnigan, but he adds "as a donation *mortis causâ*." Now, the facts of the case, for the painful reason I have mentioned, make it not highly probable that there should be need to make such a provision as is implied in the words donation *mortis causâ*; because I think, as it was put from the bar, that this was a doomed man who recognised the very short span of life he had alone to count upon. But I cannot discover anything at all in the evidence to support the view that there was a condition in this case of the kind which is implied in the expression donation *mortis causâ*.

It is right that I should refer to one point in the case which has been made much of in argument for the Crown, and that is the proceedings in the Sheriff Court action, and its termination. Now, so far as Mrs. M'Court's statements in that record are concerned, I do not think that they have much importance unless as prejudicing the evidence given by Mrs. M'Court herself in this case. Mrs. M'Court's evidence, however, is viewed with suspicion by the Lord Ordinary, and probably with good reason; but in all I have said, and in the argument addressed to us from the bar for the next of kin, nothing is made to depend upon Mrs. M'Court's evidence, for I think the case is proved apart from Mrs. M'Court's evidence. But what she said in the Sheriff Court action would only be important if it went to prove that she derived her information from what her brother Hugh or her brother Arthur had told her, for of the transaction itself she knew nothing one way or the other. Now, there is no evidence as to her knowledge from Arthur or Hugh of the facts, and therefore I do not think that what she said there is of very much importance. Then when we turn to the compromise which terminated the action, I do not think it is very impressive as real evidence in the case. This man Arthur compromised an action which sought to make him hand over his brother's estate for distribution, and he compromised it by doing what? Nothing very onerous. He was living or going to live with his sister. He agreed to pay her 2*l.* a-week; he bound himself to leave her 1000*l.*, which probably he would have done without any obligation, for it does not appear that he had any other relatives than his sister, and he had, according to the statement of the Crown, several thousand pounds to dispose of, so that I do not think that is a very cogent fact one way or the other.

That, therefore, seems to me to leave the ground clear for the inference being drawn in this case, from what I think are the adequately proven facts of transference, of divestiture of Hugh and investiture of Arthur during the life of Hugh; and upon that ground I am prepared to decide the case by recalling the Lord Ordinary's judgment.

LORD ADAM.—It appears to me that the question in this case is whether Hugh divested himself of his property during his life in favour of his brother Arthur. If he did so with the intention, as it rather appears that he did, of evading the Crown's taxes, I think that that does not in the least invalidate the result of what he did; for I think the question is, did he, or did he not, during his life divest himself of his property?

The first document by which it is said he accomplished that end is the receipt of February, 1886, but it has been said that that sets up an entirely simulate transaction. I do not at all agree with that view. I think if the question were whether the transaction was a true sale for true value or not, the result might be doubtful, but that is not the question here. I do not think it matters in the very least degree, if it be a real transaction, whether you call it a transaction of sale, a transaction of donation, or a transaction in which there is a mixture of both. The cardinal question is, whether it was a real transaction? Was it followed by a *de facto* transfer of Hugh's property to Arthur? If it was, then I think the case for the Crown must fail; if it was not, then I think the case for the Crown must succeed.

Now, I concur with your Lordship that the facts in this case shew that the transaction, whether it be sale or whether it be absolute donation, was carried out by a transfer of this property. The nature of the property here must be kept in view. So far as appears, the only property which Hugh had was property which he and Arthur had in common, namely, a joint share in the business of pawnbroking, which they carried on in partnership. How did they deal with it? Immediately after this transaction was entered into the name of the firm was changed—the name of Hugh disappeared, and the businesses were in future carried on in the name of Arthur. The bank account, as your Lordship has pointed out, was at the time transferred from the firm name to the sole name of Arthur. Now, that could not have been done, as your Lordship pointed out in the discussion, unless the bank had direct authority. The licences also were altered, and the pawntickets altered, and everything was done that could be done *de facto* to transfer the property which had formerly been the property of Hugh and Arthur to the sole administration of Arthur. If that be so, what more was wanted to divest Hugh and invest Arthur? I see nothing. I think the transfer was accomplished *de facto*.

I am far from saying that the Crown is not entitled to get behind such a transaction—whether it be a transfer as on a purchase or by way of donation—and to shew that the transaction was truly of the nature of a *donatio mortis causâ*. But I do not think that there is any presumption in favour of the Crown that the transaction was of such a nature; I think the question is whether the Crown have made that out in point of fact.

As your Lordship said, the conclusion that a person during his life has divested himself of almost his whole estate is in certain circumstances one which the Court would have extreme difficulty in reaching. Suppose that a person in the prime of life is said to have made over his estate to somebody else thereby making himself a beggar, it would be very difficult to accept the statement. But it is entirely a question of circumstances,

Digitized by Google

and the presumption arising from the state of a man's health may lead to a very opposite conclusion. If a man, as in this case, is on deathbed, ill of a decease from which there is no hope of recovery, in that case there ceases to be a presumption against his divesting himself, and there arises a presumption that he would do so absolutely, if he transferred his property at all. Therefore, in the particular circumstances of this case, I do not think the presumption is at all against the view that Hugh made an absolute donation of his estate, and I think that there is but little to favour the view that the transaction was a donation *mortis causâ*.

On the whole matter I agree with your Lordship that the Lord Ordinary's interlocutor should be reversed.

LORD M'LAREN.—After giving my best attention to the views of the Lord Ordinary, I am unable to concur in the results at which he has arrived.

The question really is, as it appears to me, whether Hugh Finnigan divested himself of the estate and gave it to his brother to the effect of constituting an irrevocable or a revocable donation. Your Lordship has stated the reasons which induce me to think that in this case the donation must be presumed to be and was in fact an irrevocable donation, and the only difficulty which attends the case arises not so much from any doubt as to what Hugh Finnigan meant, as from the circumstance that he did not take the most direct mode of accomplishing his object. Instead of saying in plain words that he made over his share of the business without consideration to his brother, he put in what may be held in the circumstances to be the nominal consideration of 100*l.*, and that throws a certain element of suspicion over the transaction. But when that element is fairly regarded, it does not appear to me to throw any doubt upon the reality of the transaction, and the probability is that the sum was merely mentioned as being the probable amount which Hugh would have to draw during the few weeks that he expected to live, or which would have to be paid for him by his brother out of the fund which he received. Now, it seems to me that we must consider this case exactly as we should do if we had an action by a donor who had recovered, or who thought he was going to recover, and desired to get back his estate. And while it must be taken as part of our law that a donation *mortis causâ* remains to the end subject to the condition that, in the event of the donor's recovery, the property shall be given back, yet I agree with an observation which was made in argument, and with Lord Adam, that such a condition in the general case would be very easily presumed. If a man who is very ill, it may be, of some disease which has not undermined the constitution, but has a tendency to cut off life, such as a fever, makes over his estate in the form of a donation, the law will very easily presume that he meant that donation to be conditional on his death, and that it was merely a substitute for what our law does not allow in express terms, a nuncupative will. In such a case where the circumstances were such as to lead irresistibly to the conclusion that the donation must have been conditional on the donor dying of the disease, then of course the Crown would be entitled to legacy-duty. But the reason why, in common with your Lordships, I think there is no such right in the present case is the peculiar nature of this man's condition, which rendered it impossible that he could recover. The nature of the disease was such that he could not possibly recover, and he was doubtless apprised of that, and knew that he had only a few weeks or months to live. That being so, there was no occasion for any implied condition about recovery, and I am not going to read such a condition where the circumstances were not such as would give rise to it, and it is not expressed on the face of the written document purporting to make over the property. The result is, that as this donation was made and carried into effect more than three months before the death of Hugh Finnigan, it is excepted from the operation of the Act which constitutes the account-duty, and is to be regarded as in all respects a donation *inter vivos*.

LORD KINNEAR concurred.

THE COURT recalled the Lord Ordinary's interlocutor, and assoilzied the defenders.

COURT OF SESSION, FIRST DIVISION.

May 30, 1893.

EDWARD MAUGHAN (Surveyor of Taxes), Appellant.

THE GENERAL TRUSTEES OF THE FREE CHURCH OF SCOTLAND, Respondents.

20 Rettie, 759.

Revenue — Income-Tax — Exemption — Charitable purposes — Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35), *s.* 61, *Schedule A, Rule* 6.

The Income-tax Act, 1842, Schedule A, rule 6, provides for certain allowances to be made from income-tax, and, *inter alia*, on "the rents and profits of lands, tenements, . . . vested in the trustees for charitable purposes," on proof before the Commissioners for Special Purposes of the application of the said rents and profits to charitable purposes only.

The General Trustees of the Free Church of Scotland having been assessed for income-tax on the annual value of their Assembly Hall under the general rule of Schedule A, claimed exemption in respect of the branch of rule 6 above quoted. It appeared that the Assembly Hall was used for church purposes, and was unlet and yielded no rents or profits.

Held that the part of rule 6 founded on had no application to the case, as the Assembly Hall yielded no rent or profits.

MR. R. R. SIMPSON, W.S., depute-clerk of the Assembly of the Free Church of Scotland, acting for and on behalf of the General Trustees of the Free Church of Scotland, appealed to the Commissioners of Income-tax for the district of the city of Edinburgh against an assessment under Schedule A of the Income-tax Act, 1842, on 238*l.*, being the annual value of the Free Church Assembly Hall, Edinburgh, on the ground that the hall was used for charitable purposes only, and referred to the Income-tax Act of 1842 (5 & 6 Vict. c. 35), s. 61, Schedule A, rule 6.

The Commissioners sustained the appeal and relieved the assessment.

The Surveyor of Taxes obtained a case for the opinion of the Court of Exchequer.

The following facts were set forth in the case:—"The Free Church Assembly Hall is held by the General Trustees of the Free Church of Scotland in trust for the Free Church. The hall was built expressly for the place of meeting of the Free

Digitized by Google

Church General Assembly, held annually in the month of May, when it sits for about ten days, and also for meetings of Commissions of Assembly, who sit about three times a-year. It is, however, occasionally used for other purposes, principally of a religious or semi-religious nature, and for charitable and temperance causes. On one occasion, many years ago, the use of it was given, in special circumstances, for a meeting at which Mr. Gladstone spoke, and a course of lectures under the Health Society has also been delivered in it. On such occasions no charge is made for admission to the public, but a charge is made on the party engaging the hall of from 2*l.* 3*s.* to 3*l.* 3*s.* per day, which does not exceed the actual expenses of lighting, heating, and cleaning the hall on such occasions."

The surveyor argued;—The assessment was on the hall, not on the rents, for there were none, and the hall did not fall under the class of buildings exempted by rule 6. The Free Church claimed exemption under the 4th clause of that rule, but that clause applied only to rents and profits, and there were admittedly none such here. Besides the General Commissioners had no power to deal with such a claim. The proper course was for the Free Church to obtain a certificate from the Commissioners for Special Purposes, which had not been done.

The respondents argued;—The claim came under the 4th clause of rule 6. The hall had been built by subscription, and was vested in trustees for the purpose of providing a meeting-place for the Free Church free of rent. The result was the same as if the trustees charged the Free Church a rent for the hall, and then returned it to the church as a donation for church purposes, and church purposes were charitable purposes. *Commissioners for Special Purposes of Income-tax* v. *Pemsel*, [1891] A. C. 531; *Inland Revenue* v. *Royal College of Surgeons of Edinburgh*, March 19, 1892, 19 Rettie, 751; *Society of Writers to the Signet* v. *Inland Revenue*, Nov. 3, 1886, 14 Rettie, 34.

LORD PRESIDENT.—I am clear that the Commissioners are wrong. The Free Church Assembly Hall was assessed by the surveyor under the general rule of Schedule A, and apart from the allowances which are specially expressed in the subsequent parts of the Act there can be no doubt whatever that the assessment was right. The owners, however, of this hall, who are the General Trustees of the Free Church of Scotland, appealed to the Commissioners, and their case was that they were entitled to have an allowance made under the rule No. 6 of sect. 61 of the Act.

Now, the hall in question is in the hands of these general trustees, and it is part of their case that they are not deriving any rents or profits from their hall. Accordingly, I should have thought that *primâ facie* their appeal must be made for an allowance on the building. But the first three branches of the rule No. 6 are so expressed as to put them entirely out of Court under those branches of the rule. To put it shortly, they are not a college or hall of any of the universities, nor is this a hospital, public school, or almshouse, nor can they say that they are a literary or scientific institution. Accordingly they have made their demand for an allowance under the fourth head of the rule, which reads thus:—"On the rents and profits of lands, tenements, hereditaments, or heritages belonging to any hospital, public school, or almshouse, or vested in trustees or charitable purposes, so far as the same are applied to charitable purposes." Now, I think it perfectly plain that this clause relates to rents and profits of lands as distinguished from lands themselves. The contradistinction is very well brought out by what was pointed out by the Solicitor-General,—the double mention of hospital, public school, and almshouse,—the first of these being in the second and the other in the fourth head of No. 6. That the exemption in question—namely, the fourth—is applied to rents and profits as distinguished from buildings is further made manifest by the procedure which is prescribed for the allowance being made in that case. Where an allowance on that head is asked there is to be proof before the Commissioners of the application of the rents and profits, and it is contemplated that the application may be in part for charitable purposes, and in part for other purposes. That is brought still more clearly out by the 62nd section, where the certificate which is to have the effect of granting the allowance is to set out the allowance to be granted under the schedule; and that series of enactments makes this perfectly plain, that the Commissioners, before granting this allowance, must first of all see what are the rents and profits derived from the buildings in question; secondly, the whole application of them; and then, to what extent, if any, that application is for charitable purposes. That demonstrates that the allowance now asked is inapplicable to the case of the hall in regard to which the allowance is asked, being in the hands of the trustees who are claiming that allowance. No such procedure is practicable in the case of an unlet hall.

This view of the case makes it unnecessary to consider the question, which has been more or less discussed at the bar, as to the application of the decision in the case of *Pemsel* to the matter in hand. If I am right, we do not reach the question whether the purposes are charitable purposes, because we have not got the thing which is alone to be applied to charitable purposes, namely, money.

I think, therefore, that the Trustees of the Free Church have failed to make out that they are entitled to an allowance under any branch of head 6. That being so, the assessment is open to no objection, and accordingly I think we must sustain the appeal, and reverse the decision of the Commissioners.

LORD ADAM.—The question here is whether the Free Church of Scotland is entitled to an allowance in respect of the annual value of the Free Church Assembly Hall. The hall, as your Lordship has pointed out, is not let, and no rent or profit is derived from it. Now, it appears to me that there is no question that the Assembly Hall, as a heritable subject, falls within the assessing clause; and the question is, whether, notwithstanding that being so, they are entitled to the allowance claimed. Now, it appears to me that the allowances are allowed and provided for in the Act upon rents and profits derived from lands and other heritable subjects. I think if there was any case of allowance here, it being a claim for an allowance on buildings, and not on rents and profits, they must have sought it under the subdivision on that matter contained in the 6th rule. It is clear that the buildings are provided for by that. If the Free Church could have declared that they fell within the category of a hospital, or public school, or almshouse, and that the buildings for which they claim exemption were not occupied by the persons pointed at in the clause, they would probably have been entitled to an allowance. But they do not fall within

Digitized by Google

that clause; they are not a hospital, public school, or almshouse, and that is the only class of buildings which are entitled to exemption or allowance. But they say, "Oh, but we are under the next succeeding section, where it is said that an allowance may be made for rents and profits of lands, tenements, and so on, belonging to a hospital, or vested in trustees for charitable purposes." The answer to that is again an answer in fact: that the clause deals only with rents and profits of lands, and it is admitted that there are no rents and profits from the subjects here in question. Mr. Jameson argued,—"True, I must admit there are no rents and profits derived from it, but supposing we were to let it then we should have rents and profits," and that is quite true. But if you claim exemption you must fall clearly within the words of the statute under which you are claiming the exemption. It cannot be allowed by ingenious arguments such as were presented to us by Mr. Jameson. On the whole matter, I have no hesitation in agreeing with your Lordship.

LORD M'LAREN.—I accept entirely the argument addressed to us by the Solicitor-General, and especially the fundamental distinction to which he drew our attention between those clauses which relate to property in the personal or immediate occupation of any corporate or *quasi*-corporate body, and the taxation of the income of that body, or such part of it as may be derived from heritable estate. One sees very cogent reasons for dealing separately with these two subjects, because there is hardly any corporation in the kingdom, or public body, which does not apply some part of its funds to what may be described as charitable purposes, according to the wide extension which has lately been given to that term. But I suppose there are few who would maintain that the halls of such bodies as the London Mercantile Corporations should be exempt from taxation because these bodies spend a large part of their income on hospitality, and also give considerable sums towards the maintenance of schools, or of charitable endowments. The hall in such a case is a proper corporate residence, a place for the transaction of the business of the company and the entertainment of its friends, and is just as proper a subject of taxation as any private residence. Accordingly the class of buildings in the personal occupation of a public body that are to be exempted from taxation is very strictly defined by statute. They include a very limited class of cases, and one may say only cases where the purposes to which the buildings are devoted are such as would be universally recognised as being of a beneficial character to the public, such as university halls, literary societies, and hospitals for the cure of disease. We held in the case of the Signet Library, and also in the case of the Surgeons' Hall, that clauses of exemption from taxation were not to be extended analogically, but were to be strictly construed.

When you come to the case of income derived from real or heritable estate, then the statute takes a very intelligible distinction, that you are only entitled to exemption in respect of so much of the income as you can prove in the manner there pointed out to be specifically appropriated to purposes of charity. In this way also the Exchequer is protected against the large exemptions which might otherwise be claimed on the ground that in some vague or partial sense the body corporate is a charitable institution. I agree with your Lordships with respect to the present case, that while this may be a building which is applied to purposes which are laudable and beneficial to the community, yet these buildings do not fall within the class which are exempted from taxation; and that under this case we cannot consider the other matter, the application of rents, which after all amounted only to a few pounds a-year, and which I do not understand to be involved in the appeal.

LORD KINNEAR concurred.

THE COURT pronounced this interlocutor:—"Reverse the determination of the Commissioners for general purposes, and decern: Find the General Trustees of the Free Church of Scotland liable to the Surveyor in expenses, and remit," &c.

COURT OF SESSION, FIRST DIVISION.

June 15, 1893.

THE GALASHIELS PROVIDENT BUILDING SOCIETY, Pursuers (Respondents).
KENNETH NEWLANDS, Defender (Appellant).

20 Rettie, 821.

Revenue—Income-tax—Deduction of income-tax—Income-Tax Act, 1853 (16 & 17 *Vict. c.* 34), *s.* 40.

By sect. 40 of the Income-Tax Act, 1853, it is provided that every person who shall be liable to the payment of any yearly interest of money shall be entitled, "on making such payment," to deduct income-tax therefrom. *Held* (*dub.* Lord Kinnear) that if the debtor makes payment of interest without deducting the income-tax, he loses the right to the deduction in respect of such interest.

KENNETH NEWLANDS, sometime schoolmaster, Stobo, Peeblesshire, and thereafter residing in Selkirk, became a member of the Galashiels Provident Building Society in 1865, and in 1866 obtained an advance from the society and granted a bond for repayment to the society of the advance with interest. The interest stipulated by the bond was paid without deduction of income-tax, and ultimately the principal sum in the bond was satisfied and discharged.

In July 1891 the society, which had been incorporated under the Building Societies Act, 1874, brought an action in the Sheriff Court at Selkirk against Newlands for payment of a sum claimed to be due to the Society.

In defence, Newlands maintained (*inter alia*) that the society were bound to account to him for the income-tax corresponding to the interest which he had paid under the bond.

The Sheriff (Hope), varying the judgment of the Sheriff-Substitute, gave decree for the full amount claimed.

[The authorities cited on the question of income-tax were:—*Fraser* v. *Fraser*, Feb. 2, 1827, 5 S. 348; *Bell* v. *Thomson*, Nov. 30, 1867, 6 Macph. 64, 40 Scot. Jur. 43; *Dalmellington Iron Company* v. *Glasgow and South-Western Railway Company*, Feb. 26, 1889, 16 Rettie, 523; *Middlesborough Building Society*, Aug. 10, 1885, 53 L. T. 492.]

The defender appealed, and after hearing parties, the judges gave their judgments, which, so far as relates to the question of income-tax, were as follows:—

LORD PRESIDENT.— . . . With regard to the claim for deduction of income-tax, the provision of the Act of Parliament is

Digitized by Google

this—"Every person who shall be liable to the payment of any rent, or any yearly interest of money . . . shall be entitled, and is hereby authorised, on making such payment, to deduct and retain thereout the amount of the rate of duty which at the time when such payment becomes due shall be payable under this Act." If the debtor does not make the deduction at the time of paying the interest, is he entitled when subsequently settling with his creditor to claim the deduction from his creditor, as if the deduction had been taken on payment being made? I think, as Lord Adam said in the course of the discussion, that it would be unsafe in dealing with so artificial a system as that set up by the Income-Tax Acts to step beyond what the statute itself enacts.

I am therefore for affirming the Sheriff's decision.

LORD ADAM.—I am of the same opinion.

LORD M'LAREN concurred.

LORD KINNEAR.—I am of the same opinion . . . On the point as to income-tax, I have felt difficulty, but at the same time I do not dissent from the judgment which your Lordships are about to pronounce, as I am not sure that the defender has succeeded in bringing himself within the terms of the clause on which the claim must be founded. It is conceded that the defender, whether in a position to do so or not, did not in fact avail himself of the privilege of deducting the income-tax "on making payment" of the interest due under the bond, but I am not disposed to say that it is impossible for a debtor to obtain the benefit of the statutory provision even although he has not made the deduction according to the strict terms of the statute, if he shews that he has paid the interest without making the deduction, and that the creditor has got the benefit of the payment. If the defender's case were, that though he was not within the strict terms of the statute, he was nevertheless entitled, in respect of the course of dealing, and the manner of accounting, which had been usual between him and his creditor, to maintain that the benefit of the clause was open to him, I should be unable to decide without inquiry into these matters. But it is clear enough that in a small case like the present it would not be a mercy, but a cruelty, to allow a proof of that kind, and indeed none is asked. The view, therefore, on which I proceed is, that the pursuer is not within the strict terms of the statute, and that he has produced no evidence to shew that he is entitled to the benefit of the clause on any other grounds.

COURT OF SESSION, FIRST DIVISION.

December 12, 1893.

SCOTTISH INVESTMENT TRUST COMPANY, LIMITED, Appellants.
SURVEYOR OF TAXES, Respondent.

21 Rettie, 262.

Revenue—Income-tax—Investment Trust Company—Profits or gains—Property and Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35), *Schedule D—First Case.*

The memorandum of association of a company stated that its objects were to raise money by share capital and invest the same in stocks and shares, to vary "the investments of the company, and generally to sell, exchange, or otherwise dispose of, deal with, or turn to account any of the assets of the company."

Held that gains made by the company by realising investments at larger prices than those paid for them were to be reckoned as "profits and gains" of the company, in the sense of the Property and Income-Tax Act, 1842, Schedule D.

THE SCOTTISH INVESTMENT TRUST COMPANY, LIMITED, appealed to the Commissioners of Income-Tax for the county of Midlothian against the following assessment under Schedule D of the Income-Tax Act, 1842,* for the year ending 1st November, 1892:—

	£	s.	d.
Balance on revenue account, after allowing for taxed income and disallowing debenture interest and income-tax	3964	3	0
Net profits on sales of securities during the year stated on page 1 of annual report .	2138	17	3
Total (after deduction of loss on sales of stock),	6103	0	3

Upon which the duty at 6*d.* was 152*l.* 11*s.* 6*d.*

The ground of appeal was that the sums second above mentioned (2138*l.* 17*s.* 3*d.*) being "increases on realisation of stocks of this company are capital sums, and therefore not liable to assessment for income-tax."

The Commissioners refused the appeal.

The company obtained a case for the opinion of the Court.

The case stated (*inter alia*) that the company was established in 1887 "for the objects set forth in the original prospectus, and in the memorandum of association." The case, as amended, incorporated the prospectus and the memorandum of association. The prospectus stated (*inter alia*) as follows:—"The object of the Scottish Investment Trust Company is to apply the principle of co-operation to the investment of money, so that investors may by uniting their means spread their investments over a wide field, thus obtaining a higher rate of interest with greater security and exemption from liability than if the amount subscribed by each shareholder were independently invested. . . ."

The memorandum of association provided (*inter alia*):—"3. The objects for which the company is established are:—(*a*) To raise money by share capital, on such terms and conditions as may be thought desirable, and invest the amount thereof in, or otherwise acquire and hold, any of the investments following,—that is to say, the shares, stock, &c., of any company. (*b*) To borrow or raise money by the issue or sale of any bonds, mortgages, debentures, or debenture stock of the company, whether perpetual or otherwise, and to invest any money so raised in any such investments as aforesaid. (*c*) To acquire any such investments as aforesaid by original subscription, tender, or otherwise, and whether or not fully paid-up, and to make payments thereon as called up, or in advance of calls, or otherwise, and to subscribe for the same, either conditionally or otherwise, and to vary the investments of the company, and generally to sell, exchange, or otherwise dispose

* The Property and Income-Tax Act, 1842, Schedule D, First Case, Rule First, enacts,—"The duty to be charged in respect thereof" (*i.e.*, "in respect of any trade, manufacture, adventure, or concern in the nature of trade not contained in any other schedule of this Act"), "shall be computed on a sum not less than the full amount of the balance of the profits or gains of such trade, &c., upon a fair and just average of three years, ending on such day of the year immediately preceding the day of assessment in which the accounts of the said trade, &c., shall have been usually made up," &c.

Digitized by Google

of, deal with, or turn to account any of the assets of the company."

The case then stated—

"II. The capital of the company is invested in various securities, and its revenue is derived from dividends and interest. It was registered 27th July, 1887, and has issued five annual reports and statements of accounts to its proprietors. From these it appears that balances of profits on sales of securities have been made annually from the commencement, but they are entered in the 'revenue' account in the report and statement for year to 1st November, 1891, only.

"III. The present assessment is based upon the fifth annual report and statement for year to 1st November, 1892."

Then followed the schedule of assessment as given above. The case then proceeded,—"It appears from the report by the trustees, appended hereto, that these profits on sales of securities were applied to write down the 'book value' of the company's investments, as also was a further sum of 40,000*l.*, making a total of 42,138*l.* 17*s.* 3*d.*, the whole of which the trustees consider permanent loss."

The case stated that the Surveyor of Taxes "did not" before the Commissioners "dispute that loss on sales would have been a deduction from profits, but pointed out that the sum now in question was 'net profit.'"

From a schedule of the stocks sold during the year of assessment, appended to the case, it appeared that the cost of these stocks amounted to 3·6 per cent. of the original cost of investments, and that in the cases of five out of seventeen of the stocks, both the purchase and sale (resulting in a profit) had taken place within the year in question.

The Commissioners stated that they, being of opinion "(1) that the net profits on sales of securities during the year, fell to be reckoned among the profits and gains of the company, irrespective of the manner of book-keeping; and (2) that writing such profits against reduction of 'book value' of securities held by the company did not afford a ground of relief, refused the appeal."

The questions for the opinion of the Court were:—"1. Whether the net gain made by the company during the year, by realising investments at larger prices than were paid for them, falls to be reckoned among the profits and gains of the company for assessment under the Income-Tax Acts? 2. Whether the fact that such profits and gains have been written against depreciation in book value of investments held by the company, as part of its capital, is a ground for relief from such assessment?"

The case was heard as an Exchequer Cause before the First Division of the Court.

Argued for the company (by *Ure* and *Peddie*):—The profits on the sales of stocks had been properly charged to capital account, and had never entered the income account; they were therefore not liable to income-tax. The schedule of particulars of stocks sold appended to the case shewed that the original cost of the company's investments was 804,165*l.* 13*s.* 1*d.* That was book value, but the real value was much less, and they were entitled to set off the appreciation in the value of certain of the stocks, as shewn by the proceeds of the sales, against the much larger depreciation of others, some of which were not only much depreciated, but were unsaleable and of no value at all. The gain on the sales was not profit of the company in the sense of being earnings on its capital, but was an appreciation of capital, and the general depreciation being, in the opinion of the directors, permanent, it was only their duty to keep the capital at as nearly as possible its true value, as opposed to its book value, by setting off appreciation on the capital against depreciation. If it had been the business of the company to trade in stocks, and if they had looked to such trading for payment of their dividend, then the assessment would have been right, but such trading was no part of their business. The power given to the company in article 3 (*c*) of the memorandum, "to vary the investments of the company," did not contemplate trading in shares, but was ancillary and necessary to the power of acquiring and holding shares or stock of other companies. It was just such a power as trustees had in ordinary trusts to enable them to carry on the trust to the best advantage. That it was no part of the business of the company to trade in stocks and shares distinguished the case from those quoted by the Surveyor, and particularly from the case of the *Northern Assurance Company.** In all those cases the question had come to be—what was the nature of the fund, and how had it been applied? In the *Northern Assurance* case the directors had barred themselves from saying that profit on realisation of assets was not true profit, because they had treated it so themselves by bringing it into their "profit and loss account," out of which they paid dividends. The decision of that case, therefore, only decided the question on those circumstances. Here the company had never treated the sum gained as profits in the true sense of the word, but had always kept it in the capital account. Again, the case of the *Edinburgh Southern Cemetery Company* (*Edinburgh Southern Cemetery Company* v. *Surveyor of Taxes*, Nov. 29, 1889, 17 Rettie, 154) was distinguished from the present, because there the profits out of which payments were made to capital account were the profits on the ordinary business of the company to which the company looked for payment of dividend, and by the constitution of the company they were devoted to income purposes. So also the ground of judgment in the *Coltness Iron Company* case (*Coltness Iron Company* v. *Solicitor of Inland Revenue*, Jan. 7, 1881, 8 Rettie, 351) was that the business sum invested in sinking new pits was in reality a deduction from annual profits of capital employed in the company's business.

Argued for the respondent, by the *Dean of Faculty* (*Sir C. Pearson* and *A. J. Young*):—The case was precisely ruled by the *Northern Assurance Company's* case, *supra*. The rule laid down by the Court there (16 Rettie, at p. 475) was not qualified in any way, and indeed the present case was less favourable to the company objecting to the tax than the other, because it was admittedly no part of the business of the *Northern Assurance Company* to traffic in shares, while one of the objects of the appellants' company was, as stated in article 3 (*c*) of their memorandum, "to varythe investments of the company, and generally to sell, exchange, or otherwise dispose of, deal with, or turn to account any of the assets of the company." These words clearly pointed to a traffic in shares as one of the objects of the company, and the schedule of "Particulars of Stocks" appended to the case shewed that the company had themselves taken that view of their business, as in five of the sales there

* A branch of the case reported under the name of the *Scottish Union and National Insurance Company* v. *Inland Revenue*, Feb. 8, 1889, 16 Rettie, 461, at p. 473.

Digitized by Google

recorded the purchases had evidently been made with a view to a rise, as the shares bought were only held for a few months, or even days. The question the Court had to decide was, what was the nature of the money proposed to be taxed? Was it profits or gains? If it was, then the Court had nothing to do with its destination. That was the view taken by the Court in the cases of the *Northern Assurance Company, supra*, the *Coltness Iron Company* (*Coltness Iron Company* v. *Solicitor of Inland Revenue*, Jan. 7, 1881, 8 Rettie, 351) and the *Edinburgh Southern Cemetery Company* (*Edinburgh Southern Cemetery Company* v. *Surveyor of Taxes*, Nov. 29, 1889, 17 Rettie, 154), and there were other cases to the like effect: *Mersey Docks* v. *Lucas*, June, 1883, 8 App. Cas. 891; *Forder* v. *Handyside*, 1876, 1 Ex. D. 233. Here, where it was evident that the company had carried on business in buying and selling shares, the profits of that business must be looked on as ordinary income, and, just as in the *Edinburgh Southern Cemetery* case, the Court would not take into account that the profits or income won by that business had been applied to capital purposes.

The Court delivered judgment as follows:—

LORD PRESIDENT (ROBERTSON).—The Commissioners have amended the case in terms of our remit, and we have now before us the memorandum of association of the appellant company. I observe that the articles of association are not made part of the case, but the memorandum affords information as to the business and objects of the company, which is of the highest importance for the decision of the questions submitted to us.

As its name indicates, this is an investment company, and the memorandum makes it plain that its profits are to be derived from various operations relating to the investments. The third head of the memorandum professes to state the objects of the company, and in head (*c*) of this enumeration occur the words, "to vary the investments of the company, and generally to sell, exchange, or otherwise dispose of, deal with, or turn to account any of the assets of the company."

It is true that the doing of any of these things might be incidentally necessary in the conduct of the business of any company. It is also true that this memorandum states in the latter heads of the same article several things which are less properly described as objects of a company than as incidental acts of administration. But from the structure of the memorandum it appears that the varying the investments and turning them to account are not contemplated merely as proceedings incidentally necessary, for they take their place among what are the essential features of the business. In my view such speculations are among the appointed means of this company's gains. Accordingly, I should consider it legitimate for the directors to divide profits so made, although, in determining the amount divisible they would necessarily have regard not alone to the individual transaction yielding profit, but to the general results of their changes of investments. It would be right that they should maintain as strictly as possible the relative rights of separation between capital and income, and make all apportionments necessary in that behalf.

My view of this company is, therefore, that its position in the present question is entirely distinguished from that of a private individual or an ordinary trader. Accordingly I think that it is wrong in its contention that increases on realisations of stocks of the company are capital sums and therefore not liable to assessment for income-tax. As regards the sums in question, they are stated in the report of the company to be net profits on sales of securities during the year. There is nothing before us to shew that a wider view of the operations of the company would prove this statement to be misleading, and if the appellant company point to their third contention in the case,—"In the year in which the tax is charged, the capital account of the company has had greater losses than profits, and the permanent loss on the capital account during the year has been considerable,"—I must observe that there is no statement of fact in the case to instruct it. This remark applies with the more force now that, after the various points had been mooted in debate, the case has been reconsidered and amended by the Commissioners.

In determining this question I own to being influenced by the decision of this Division in the *Northern Assurance Company* v. *Inland Revenue*, which is cited in the case. The words quoted from it in the present case are evidently well considered; they form part of the judgment of the Court; they are laid down as forming a rule for subsequent practice, and they in terms apply to the case before us. I should be slow to depart from so authoritative an expression of opinion, and the argument has failed to satisfy me that it is erroneous.

I am for answering the first query in the affirmative, and the second in the negative.

LORD ADAM and LORD KINNEAR concurred.

The LORD PRESIDENT intimated that LORD M'LAREN, who was absent when the case was advised, concurred in the judgment.

THE COURT affirmed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

March 20, 1894.

THE LORD ADVOCATE (Reclaimer) *v.* DAVID MURRAY (Freckleton's Judicial Factor) and OTHERS.

21 Rettie, 743.

Revenue—Legacy-duty—Legacy compounded for less than the amount thereof—Act 36 *Geo. III. c.* 52, *ss.* 23 *and* 37.

The Act 36 Geo. III. c. 52, s. 23, enacts that where a legacy shall be released for a consideration or compounded for less than the value thereof, legacy-duty shall be paid in respect of such legacy according to the amount taken in satisfaction thereof.

A competition between a person claiming a bequest on behalf of a class of beneficiaries under a will and the next of kin (a niece) of the testator, who maintained that the bequest was void from uncertainty was terminated by joint minute under which each party received one half of the subject of the bequest. The Court interponed authority to the minute, and in terms thereof ranked and preferred each claimant to one-half of the fund.

The Crown then claimed legacy-duty at the rate of 10 per cent. on the whole fund, on the ground that as the bequest had not been set aside the rate of duty for the whole was that payable by strangers in blood to the testator. The testator's next of kin maintained that the rate of duty on the half payable to her under the arrangement ought to be 3 per cent. only.

Digitized by Google

Held that, under section 23 of the Act, the bequest having been released for payment of one-half of its amount, duty at the rate of 10 per cent. was payable on that half only, and that the half payable to the next of kin was liable to 3 per cent. duty.

JOHN MACLEARN, residing in Renfrew Street, Glasgow, died on 9th July 1836, leaving a trust-disposition and settlement, dated 27th August 1834, by which he conveyed his whole estates to trustees for the purposes therein specified, and, *inter alia*, directed his trustees to convey to certain persons named, who were resident in Savannah, State of Georgia, United States of America, one-half of whatever sum he might be found entitled to receive out of the estates of a deceased brother and nephew, the said sum to be applied by these persons in the education of the negro or slave population upon the plantation of Gourie on the Savannah River, so soon as the laws of the State of Georgia should permit the education of the negro or slave population.

The persons named declined to accept this trust on the ground that, by an Act of the Legislature of Georgia passed in 1829 it was a punishable offence to teach a slave or a free person of colour to read or write. The testator's general trustees then brought an action of multiplepoinding and exoneration, which resulted in the sum of 262*l.* 3*s.* 2*d.* (being one-half of the estates above mentioned after deduction of expenses) being consigned to await the contingency contemplated by the testator, and the general trustees were exonered and discharged.

Nothing was done with regard to the consigned money until September, 1890, when Archibald Macrae, accountant, Glasgow, was appointed judicial factor on the fund, in a petition at the instance of certain of the residuary legatees and next of kin of the testator.

The factor having uplifted the consigned money, which with interest amounted to 734*l.* 18*s.* 11*d.*, then brought the present action of multiplepoinding for its distribution.

Claims were lodged for David Murray, judicial factor on the marriage-contract trust of Mr. and Mrs. Freckleton, Mrs. Freckleton having been a niece of the testator and his next of kin; and for John Kinloch and others, the representatives of certain of the testator's residuary legatees. Both these claims proceeded on the footing that the bequest to the negroes was void from uncertainty, Freckleton's factor *primo loco* claiming the whole fund *in medio* as having fallen into intestacy, and the other claimants claiming to share in it as having fallen into residue. Freckleton's factor also claimed alternatively to be ranked and preferred as representing one of the testator's residuary legatees.

A claim was also lodged for D. S. Bradwell, State School Commissioner for the State of Georgia, who maintained that the bequest was effectual. He stated,—(2) "The State Board of Education, of which the claimant, the State School Commissioner, is the executive officer, is by law authorised to receive donations and bequests for educational purposes, and to expend the same in accordance with the terms on which they may be granted. There is now nothing in the laws of Georgia to prevent the bequest from being applied to the purposes intended. The descendants of the negroes who were on the Gourie plantation in 1821 can still be traced. There has been little or no emigration among the negroes on the Georgia coast . . . Further, there are still negroes who labour on the Gourie plantation. Education is now free in the State of Georgia to both races, but the amount of the legacy could be expended by the claimant in enabling the negroes intended to be benefited to attend the Coloured University, near Savannah, which is in the vicinity of the Gourie plantation."

On 20th October, 1892, the Lord Ordinary (Wellwood) allowed the claimant Bradwell a proof of his averments, and to the other claimants a conjunct probation; but the litigation between these claimants was terminated by a joint minute, to which the Lord Ordinary, on 18th October 1893, interponed authority, and in terms thereof ranked and preferred Bradwell to one-half of the fund *in medio*, and Freckleton's factor to the other half, repelled the claim for Kinloch and others, the representatives of the residuary legatees, and ordained the pursuer and real raiser to make payment to Bradwell and Freckleton's factor accordingly, "but under deduction always of the expenses necessarily incurred by the pursuer and real raiser, including the whole Government duties payable in respect of the succession of the respective claimants to the fund *in medio*."

The Lord Advocate, on behalf of the Board of Inland Revenue, then lodged a claim for legacy-duty at the rate of 10 per cent. on the whole fund *in medio*, maintaining that as the parties had not submitted their claims to the decision of the Court, but had entered into a compromise, the bequest to the negroes remained operative and unrevoked, and that consequently, being a bequest to strangers in blood of the testator, it was liable to legacy-duty at the rate of 10 per cent.

Freckleton's judicial factor, founding on section 23, or alternatively on section 37 of the Act 36 Geo. III. c. 52, maintained that the half of the fund *in medio* payable to him as representing the next-of-kin of the testator, was liable to duty only at the rate of 3 per cent.

On 31st January 1894 the Lord Ordinary (Wellwood) pronounced an interlocutor sustaining the Lord Advocate's claim to duty at 10 per cent. only to the extent of the half of the fund *in medio* payable to Bradwell, and as regarded the other half payable to Freckleton's judicial factor to the extent of 3 per cent.

The Lord Advocate reclaimed, and argued;—The 37th section of the Act did not apply here. *Stracey's* case (*The Queen* v. *The Commissioners of Stamps and Taxes*, 1844, 6 Ad. & Ell. 657) decided that where a will was set aside the estate was liable to the duty payable by the next of kin of the deceased although the will was set aside of consent, and although *de facto* part of the estate was made over to strangers in blood of the deceased. Conversely where the will was not set aside it must regulate the rate of duty. Here the bequest had not been set aside, either of consent or *causa cognita*. Consequently it must be held to be still operative notwithstanding any arrangement which the parties might have made *inter se*; a bequest must either be valid to its full extent or not valid at all—it could not be valid to the extent of a half. As the bequest was thus valid to its full extent, and as the beneficiaries under it were strangers in blood to the testator, the rate of duty was 10 per cent. The next of kin took the one half of the estate neither directly under the will nor *ab intestato*, but as assignee of the legatees mentioned in the will (*Nisbet's Trustees* v. *Learmonth*, Nov. 19, 1845, 8 D. 69, 18 Scot. Jur. 34); consequently the next of kin took subject to all the incidents affecting the bequest, including the rate of legacy-duty. The Lord Ordinary's interlocutor of 18th October 1893 ranked and preferred the claimant,

Digitized by Google

Freckleton's factor, to one-half of the fund *in medio*; but his claim was alternative, either on the footing of intestacy or as representing one of the residuary legatees, and there was nothing to shew upon which alternative he took. If it was on the latter alternative, then he was under obligation to share with the other next of kin, some of whom, at all events, would not have been entitled to payment in their own name on a 3 per cent. duty. Nor did section 23 of the Act apply. That section referred solely to transactions between beneficiaries, and those in the administration of the estate; it did not cover the case of transactions between competing claimants.

Argued for Freckleton's judicial factor;—This was not a bequest to negroes in general, but a particular bequest to the negroes on a particular estate. The State Commissioner was allowed a proof of his averments as to the existence of such negroes, and of his title to represent them; but to avoid the expense of that inquiry, the parties came to an arrangement to which the Lord Ordinary interponed his authority; and the interlocutor ordering payment of one-half of the fund to the present claimant was the pursuer's warrant for payment. The Crown was not entitled to inquire into the grounds of the Lord Ordinary's interlocutor; to that extent at least *Stracey's* case was in point. The fallacy of the argument for the Inland Revenue lay in this, that it assumed that if the original competition had been litigated to the end the State Commissioner would have carried off the entire fund; whereas the present claimant might have been found entirely successful. If the case did not fall under section 37 at least it fell under section 23. The State Commissioner had compounded for payment of less than the full amount of the bequest, and under the latter section he was liable to duty only on the amount actually received by him. There were no words of limitation in section 23, and being thus capable of a construction which would include the present case, it ought to receive that construction.

The following judgments were pronounced:—

LORD ADAM.—In my opinion the Lord Ordinary is right. I think this case falls within the 23rd section of 36 George III. c. 52. That section enacts that where any legacy whereon any duty shall be chargeable shall be released for consideration, or compounded for less than the amount or value thereof, then and in such case the duty shall be charged and paid in respect of such legacy, according to the amount taken in satisfaction thereof, or as the consideration for release thereof, or composition for the same.

It appears to me that Mr. Bradwell has released this legacy and compounded for less than the amount thereof, and that therefore the duty to be charged and paid thereon must be according to the amount taken as the consideration for the release, or composition for the same—which in this case is one-half of the amount.

I think this ground of judgment is sufficient for the decision of the case, and that it is unnecessary to consider the first ground [founded on the 37th section of the Act] on which the Lord Ordinary has rested his judgment, but I must not be held as at all dissenting from his Lordship's opinion in that respect.

Had there been any reason to suppose that the agreement between the parties was not a *bonâ fide* agreement, but was entered into merely for the purpose of evading the duties payable to the Crown, the result might be different, but no such suggestion was made, or apparently could be made in this case.

I am therefore of opinion that the Crown is not entitled to 10 per cent. on the whole amount of the legacy in question. That was the only question argued to us, and I therefore think that the interlocutor of the Lord Ordinary should be adhered to.

LORD M'LAREN.—The statutes which impose duties on legacies and successions are, I think, in every case statutes applicable to the whole United Kingdom, and although the laws both of intestate succession and of the transmission of rights of succession by deed necessarily vary in different parts of the kingdom yet the statutes imposing the duties are expressed in such terms as to be applicable to those various legal systems, and that is because in the imposition of a tax—at all events of a tax relating to succession—it is understood that the substance of the right is what is dealt with, and that the duty cannot be evaded by merely altering the form of the deed whereby the succession is created, or by going through any form after that succession has accrued. It is plain enough, for example, that where duty at the higher rate has accrued in respect of the succession given to a distant relative he cannot evade the duty by putting forward a nearer heir who shall make a claim and pay the duty, and then reconvey to the one who is really entitled. If this were competent the Crown would never obtain duty at any rate higher than the minimum. But on the other hand where, in consequence either of intrinsic defects applicable to a will as a whole, or objections to a particular clause in the will in respect of the uncertainty or failure of objects, the rights of the next of kin are let in—the persons truly entitled are only to pay the duty at the rate which is properly applicable to such rights. Now, the rights of next of kin, I think, are safeguarded by the 23rd and the 37th clauses. The 37th clause deals with the case of a will being set aside as a whole, the 23rd deals with objections to legacies which have led to transaction or compromise of the claim, and in each case duty is to be paid at the rate which is applicable to the person in whose favour the compromise has been made, and only upon the benefit which he has received. It is noticeable that, while under the 37th section the statute only treats of the case of a will being set aside by a Court of law, it was held in the case quoted by the Lord Ordinary that it is immaterial whether the decree setting aside the will has been obtained by consent in respect that the will could not be defended or after a contested litigation, and that principle will evidently support us in the conclusion which your Lordships have reached—that in the construction of the 23rd section, although what the Legislature immediately contemplates is an extrajudicial compromise of the legacy, yet the statute is equally applicable where the compromise has taken place with reference to a succession that has been the subject of a multiplepoinding or distribution decree, and where it takes the shape of a decree giving only partial effect to the claim of the legatee. In order that duty may be payable either at a lower rate or upon a lesser sum than appears from the face of the will the case must be brought within one of these sections, but I agree with Lord Adam that this is a case falling in substance and effect under the 23rd section, that it is truly a release of the legacy for a sum which in the present case is one-half of the claim, and that the duty should accord-

Digitized by Google

ingly be paid only upon the sum actually received. It follows, of course, that, as regards the benefit which has resulted to the next of kin from this arrangement they shall only pay duty upon the other half of the provision at the rate properly applicable to their relationship.

LORD KINNEAR.—I am of the same opinion. I cannot say that I think *Stracey's* case, which was founded upon by the respondent, is directly in point. There is no judgment for or against the validity of this legacy. All that we know is that the party claiming to represent the legatee has claimed payment of the legacy in full, and has been content to accept half of the amount of the legacy in satisfaction of his demand. I agree with your Lordships that that is a case which falls directly under the provisions of the 23rd section of the Act 36 Geo. III. c. 52, because the legatee has compounded his legacy for less than the amount or value thereof. The duty therefore must be paid upon the consideration for composition. The practical result is, as the Lord Ordinary has found, that the legatee must pay 10 per cent. and that the representative of the next of kin is liable to pay a duty of 3 per cent.

LORD PRESIDENT.—I concur.

THE COURT adhered.

COURT OF SESSION, FIRST DIVISION.

March 20, 1894.

A. M'DOUGAL (Surveyor of Taxes for the County of Bute), Appellant.

REV. A. N. SUTHERLAND, Respondent.

21 Rettie, 753.

Revenue—Income-tax—Abatement—"Income"—Official residence—Free Church manse—Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35), *s.* 167, *Schedules A and E—Customs and Inland Revenue Act*, 1876 (39 & 40 *Vict. c.* 16), *s.* 8.

The Customs and Inland Revenue Act, 1876, s. 8, allows an abatement from income-tax to a person assessed when "his total income from all sources" is less than 400*l.* *Held* that the annual value of a manse occupied rent free by the minister of a congregation of the Free Church of Scotland, the feudal title to which was in trustees for behoof of the congregation, did not fall to be reckoned as "income" of the minister in the sense of the above section.

Tennant v. *Smith*, March 14, 1892, [1892] A. C. 150, *followed.*

AT a meeting of the Commissioners of Income-tax for General Purposes, held at Rothesay on 30th October 1893, the Rev. A. N. Sutherland, minister of the Free Church, Rothesay, appealed against an assessment made upon him under Schedule E of the Income-Tax Acts, for the year 1893–94, on 374*l.* 10*s.*, less 10*l.* for expenses, making a net sum of 364*l.* 10*s.*, on the ground that under the Customs and Inland Revenue Act, 1876, s. 8, he was entitled to an abatement of 120*l.* from this sum in respect that his income was under 400*l.*

The Surveyor of Taxes resisted the appeal on the ground that Mr. Sutherland's income, as in a question of abatement, was over 400*l.*, in respect that there ought to be included in it the annual value of the manse, which the Surveyor stated to be 46*l.* 10*s.*, making a total assessable income of 411*l.*

The Commissioners sustained the appeal, and allowed the abatement of 120*l.*

The Surveyor obtained a case for the opinion of the Court of Exchequer. The Lord Ordinary in Exchequer (Wellwood), on the motion of the parties, appointed the case to be heard by the First Division.

The question of law was whether the annual value of the manse was to be reckoned as part of Mr. Sutherland's income for the purposes of a claim of abatement under Customs and Inland Revenue Act, 1876, s. 8.

The facts stated in the case were:—"1. Mr. Sutherland is minister of the Free Church at Rothesay, and his whole income is derived from that office, and, exclusive of the annual value of the manse, amounts to 374*l.* 10*s.*, or after deducting 10*l.* allowed for expenses, 364*l.* 10*s.*

"2. He is entered in the Valuation-roll for the burgh of Rothesay as owner and occupier of the Free Church manse of Rothesay, the annual value of which is 50*l.*, and is assessed under Schedule A of the Income-Tax Acts for the said manse" as under.* [At the hearing before the Court, the Assessor did not dispute that this assessment was always repaid to Mr. Sutherland by the Deacons' Court.]

"3. He is also assessed to Inhabited House-duty as occupier of the said house on the sum of 50*l.*

"4. The manse, in terms of a disposition, dated 17th June 1859, and which disposition, and the model trust-deed referred to in it, it is agreed may be referred to as part of this case, is vested in trustees for behoof of the Free Church congregation of Rothesay, and it is thereby declared that the manse is to be for the use of the minister for the time being of the said congregation, during his life and so long, but so long only, as he shall remain minister thereof, and shall not be debarred from the use, occupation, and enjoyment of the same by or in virtue of a sentence judicially pronounced by a competent judicatory of the Church." The other terms of the disposition and the model trust-deed are sufficiently set forth in the opinion of Lord Adam.

"5. The whole manse is in the possession of the appellant, and is used by him as his residence as minister of the congregation.

"6. The appellant stated that no use is made by him of the house except in direct connection with the duties of his office, and that he is bound to remove from the said manse in the following circumstances:—(1) If he were transferred by the Church Courts from the ministry of the said congregation to the ministry of another congregation of the Free Church, and (2) if, on the appointment of a colleague minister in the said

* The following was the entry:—

No.	Occupier.	Property.		Proprietor.	Rent or Annual Value in Valuation-Roll.	Gross Rent or Annual Value assessed.	Deductions.—Rates and Land-Tax.		Net Annual Value assessed.		Duty.		
		Name or Situation.	Description.										
					£	£	£	s.	£	s.	£	s.	d.
1944.	Proprietor.	Serpentine Road.	House.	Rev. A. N. Sutherland.	50	50	3	10	46	10	1	7	1

Digitized by Google

congregation, the manse were made a residence for the colleague minister."

Argued for the Surveyor;—Under sect. 167 of the Income-Tax Act, 1842—which applied to cases of abatement as well as to cases of exemption (39 & 40 Vict. c. 16)—a person assessed to income-tax under Schedule E, who claimed abatement, in order to make good his claim, must shew that he was not the proprietor or the occupier of subjects in respect of which income-tax was due under Schedule A or Schedule B, and of which the annual value, added to his income assessable under Schedule E, made 400*l.* or upwards: *Tennant* v. *Smith*, March 14, 1892, [1892] A. C. 150, per Lord Macnaghten, at p. 161. Tried by this test, the respondent's claim to abatement failed. He referred to *Tennant's* case (*Tennant* v. *Smith, supra*), but all that *Tennant's* case decided was that the bank-house in question there was not part of profits of the bank-agent's employment so as to subject him to income-tax in respect thereof under Schedule E, and that he was neither the proprietor nor the occupier of the house in the sense of the Act. In *Tennant's* case the bank was assessed as the occupier, the house forming part of the business premises of the bank, the agent was removable at the will and pleasure of the directors, and was required to occupy the house for the protection of the bank, just as any caretaker would have been obliged to do. He was, in short, the servant of the bank. *Tennant* v. *Smith, supra*, per Lord Watson, at p. 158, and sect. 167 had no application to his case. Here, on the other hand, the respondent was entered in the Valuation-roll as the proprietor and occupier of the manse, which belonged to him as an official liferenter: Valuation of Lands (Scotland) Act, 1854 (17 & 18 Vict. c. 91), s. 42; and which he used solely as a place of residence, and it had no connection with other property belonging to the church. He might let the manse, and ministers in his position were entitled to vote for a member of Parliament as being the owners or occupiers in liferent of their manse: *Rutherfurd* v. *Young*, Dec. 2, 1863, 2 Macph. 180, 36 Scot. Jur. 79; *Robbie* v. *Meiklejohn*, Dec. 19, 1868, 7 Macph. 296, 41 Scot. Jur. 176. The determination of the Commissioners ought therefore to be reversed.

The argument for the respondent sufficiently appears from the opinions of the Court.

At advising,—

LORD ADAM.—The question in this case is whether the respondent, who is the Free Church minister at Rothesay, is entitled to an abatement of income-tax under the 8th section of the Customs and Inland Revenue Act, 1876, in respect that his total income from all sources is under 400*l.* per annum.

It is stated in the case that his whole income is derived from his office of minister of the Free Church, and amounts, after deducting 10*l.* allowed for expenses, to 364*l.* 10*s.*

The appellant, however, proposes to add to that sum the value of the manse, which the respondent occupies, which he estimates at 46*l.* 10*s.*, thus making the total income amount to 411*l.*

The question, therefore, is whether the value of the manse ought to be added to the respondent's income from other sources, in considering whether he is entitled to the abatement claimed or not.

In this case the respondent is assessed under Schedule E of the Income-Tax Act, 1842 (5 & 6 Vict. c. 35), as holding an office or employment of profit under an ecclesiastical body, viz. the Free Church of Scotland.

It was held in the case of *Tennant* v. *Smith*, in the House of Lords, [1892] A. C. 150, that the duties chargeable under Schedule E on persons holding such offices or employments, for "all salaries, fees, wages, perquisites, or profits whatsoever accruing by reason of such offices and employments," did not include the annual value of a house occupied rent free by the agent of a bank, and forming part of the bank premises, and that such value ought not to be taken into consideration in estimating the amount of his income. In that case the bank-agent was bound to occupy the house personally and could not let it, so that he could not convert his right to occupy it into money, and it was said by Lord Hannen that different considerations would apply to the case of an agent who as part of his remuneration has a house provided for him which he might let. That, he says, which could be converted into money might reasonably be regarded as money.

That leads to the consideration of the terms on which the respondent occupies his manse.

It is stated in the case that the manse is vested in trustees for behoof of the Free Church congregation, in terms of a disposition dated 17th June 1859, and the model trust-deed therein referred to, which are held to be parts of the case. I do not find any statement of the terms on which the respondent holds the manse under them, but I presume the terms are the same as those under which the trustees are vested in the building.

Now, I find that there is appended to the model deed the form of a simple disposition for a manse which seems to be appropriate to this case. From this form it appears that the subjects conveyed to the trustees are held by them in trust, that the manse shall in all time coming be used, occupied, and enjoyed as and for a manse in connection with the Free Church of Scotland, and that by and for the use of the minister of the congregation during his life, and so long, but so long only, as he shall remain minister thereof, but always under the conditions, provisions, and declarations contained from *tertio* to *duodecimo*, both inclusive, in the model trust-deed there referred to.

That model trust-deed is very lengthy, and seems adapted to the case of a church rather than to that of a manse. The only provision I can find in it which seems to have a bearing on the present question is contained in Article 3, which declares that the building shall be under the immediate charge and management of the elders and deacons, or elders acting as deacons for the time being of the congregation, in the use, occupation, and enjoyment at the time of such building.

It appears, accordingly, that this dwelling-house is provided to the respondent as the minister of the congregation, and is in all time coming to be used, occupied, and enjoyed by him as and for a manse in connection with the Free Church. It does not appear to me that the right to occupy a dwelling-house on these terms is one which was intended to be convertible into money. I think, therefore, that the principle of the case of *Tennant* v. *Smith* applies to this case, and that the value of the manse ought not to be added to the respondent's income. It may possibly be that such manses are occasionally let without objection by the trustees, and if so the income so obtained will be assessable. But that cannot affect the present question.

Digitized by Google

But the appellant farther maintained, as I understood his argument, that in estimating a person's "total income from all sources" there fell to be included the annual value of all property for which he was chargeable under Schedule A, and the annual value of the occupation for which he was chargeable under Schedule B, and that the 167th section of the Act of 1842 contained directions for estimating these values for the purpose of ascertaining the title to abatement when abatement was claimed. That would appear to be so, but the question remains whether the respondent is chargeable either under Schedule A or Schedule B.

Section 167 provides that the annual value of lands, tenements, &c., belonging to or in the occupation of any person claiming exemption, shall be estimated for the purpose of ascertaining his title to such exemption, according to the rules and directions contained in the said several Schedules A and B respectively. It was not said that the respondent was chargeable as occupier of the manse, but it was said that he was proprietor of the manse in the sense of the Act, that he was chargeable as such proprietor, and had in fact been assessed as proprietor, and had paid such assessment.

It appears to me that the respondent is in no sense proprietor of the manse. The trustees are proprietors, and are the persons who are chargeable as owners in respect of it.

It is true that the respondent is entered in the Valuation-roll as proprietor, but that will not make him proprietor, or liable as proprietor. It is also true that he has been in use to pay the property-tax assessment, but he was bound to do so as occupier of the manse, and it was stated, and not disputed, that it has always been repaid to him by the Deacons' Court of the church.

The decisions which were quoted to us to the effect that ministers in the position of the respondent had been found entitled to vote as owners or otherwise of their manses have no bearing on the present question.

I am therefore of opinion that the determination of the Commissioners was right, and that the appeal should be refused.

Lord M'Laren.—The case is so far different from that of the bank-agent, *Tennant* v. *Smith*, *supra*, that, in the case cited, the Bank of Scotland was undoubtedly the proprietor of the bank office at Montrose, including the agent's residence, and was liable to assessment under Schedule A, unless it could be shewn that the bank had given its agent a right which might be treated for the purposes of revenue legislation as a qualified ownership. Now, in the present case, the feudal owners of the subject are a body of trustees, who hold the manse in trust for the benefit of the minister of the congregation for the time being, and no one but the minister derives any benefit from the manse, directly or indirectly. If I were approaching the consideration of this case without the aid of previous decisions, I should be disposed to hold that the primary question was, whether the minister was liable (without relief) for property-tax under Schedule A. If he is so liable, then the occupation of this house is part of his income, and he is not entitled to the abatement claimed. This way of looking at the case seems to be consistent with the opening sentences of the opinions of Lords Watson and Macnaghten in the case referred to.

But then another criterion applicable to claims of this description is proponed in the opinion of the Lord Chancellor, and, I think, assented to by all their Lordships, viz., that in construing the statutory provision as to abatement, and in particular the expression "total income from all sources;" nothing is to be treated as income unless it is capable of being turned into money. I think the circumstance that the bank-agent was not entitled to let his residence, but was under obligation to live in it, was the decisive element in that case, although other elements were referred to; for example, that the occupation of the bank-agent was that of a servant or manager under a contract of service, as distinguished from that of a tenant.

In the present case the manse is vested in trustees, and it is not said that the minister is a tenant. He is a beneficiary under the trust, and it is to my mind perfectly clear that, under the conditions of the trust, the minister has a residence provided for him to enable him to discharge the duties of his office, and that he would not be able to let this residence to a yearly tenant without committing a breach of contract. His equitable estate is therefore not a right capable of being turned into money, and I attach no importance to the consideration that, with the consent of the trustees, the minister might let the manse furnished for a few weeks in summer, when absent from his charge, or when his duties did not require that he should personally occupy the manse. It is no doubt true that the use of the manse is part of the consideration which the minister receives under his contract with the congregation or their ecclesiastical superiors, but if I rightly follow the decision in *Tennant's* case, it is not "income," and is not to be taken into account in estimating his right to an abatement of tax on the ground that his total income from all sources is under 400*l.* I do not of course mean to imply that the manse is to escape taxation under Schedule A. How it is to be assessed is a question not before us. In the present case we are only concerned with the question whether a value is to be put on the occupation for the purposes of the claim of exemption.

Lord Kinnear.—I concur.

Lord President.—I concur.

The Court affirmed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

July 10, 1894.

Burnley Steamship Company, Limited, Appellants.

John Aiken (Surveyor of Taxes), Respondent.

21 Rettie, 965.

Income-tax—Deductions for wear and tear—Obsolete type of ship—Income Tax Act, 1842 (5 & 6 *Vict. c.* 35), *s.* 100, *Schedule D, Case I. Rule iii.—Customs and Inland Revenue Act*, 1878 (41 *Vict. c.* 15), *s.* 12.

Section 12 of the Customs and Inland Revenue Act, 1878, provided that the Commissioners should in assessing the profits or gains of any trade or adventure chargeable under Schedule D of the Income-Tax Acts, or the profits of any concern chargeable by reference to the

Digitized by Google

rules of that schedule, "allow such deduction as they may think just and reasonable, as representing the diminished value by reason of wear and tear during the year of any machinery or plant used for the purposes of the concern."

Held that the owners of a ship engaged in trade were not entitled under this section to a deduction for depreciation in the value of their ship caused by ships of a better construction being built.

At a meeting of the Commissioners for General Purposes acting under the Property and Income-Tax and Inhabited House Duty Acts for the Lower Ward of the County of Lanark held at Glasgow on 21st March, 1894, the Burnley Steamship Company, Limited, owners of the steel steamship "Burnley," which was employed in the carrying of cargo for hire, appealed against an assessment under Schedule D of the Income-Tax Acts for the year ending 5th April, 1894, on the sum of 327*l.* The appellants objected that a sufficient sum had not been allowed in respect of diminished value under the provisions of the 12th section of the Customs and Inland Revenue Act, 1878.

The depreciation allowed to the appellants under the assessment had been fixed on the basis of deducting 5 per cent. from the cost of the ship for the first year of her existence, and of deducting 5 per cent. from the written down or reduced value for each subsequent year.

After hearing evidence, the Commissioners found the deduction of depreciation at the rate of 5 per cent. upon the written down value from year to year just and reasonable, in the case of a vessel such as the "Burnley," if applied as an average rate over a series of years. The Commissioners accordingly confirmed the assessment.

The appellants thereupon asked and obtained a case for the opinion of the Court of Exchequer* under the Taxes Management Act, 1880 (43 & 44 Vict. c. 19), s. 59.

Argued for the appellants:—Under the Income-Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, Schedule D, case 1, rule 3, the Commissioners were empowered to make a deduction only for the actual cost of repairs. It being thought inequitable that no allowance should be made for plant gradually becoming depreciated, the Customs and Revenue Act, 1878, by sect. 12, introduced an allowance for diminished value by reason of wear and tear. Now, these latter words were open to construction, and occurring as they did in a remedial statute they must receive a liberal construction: *Caledonian Railway Company* v. *Special Commissioners of Income-Tax*, Nov. 18, 1880, 8 Rettie, 89, per Lord Justice-Clerk Moncreiff, p. 96. So construed they covered depreciation caused by newer and better ships being built.

Argued for the Surveyor of Taxes;—It was a sufficient answer to the appellants' argument to say that the "wear and tear" contemplated by the Act of 1878 was physical deterioration caused by ordinary use of the subject. It could not cover depreciation caused by plant becoming obsolete and out of date.

Lord President.—Mr. Dickson very properly admitted that if the question were to be determined upon a consideration of the Act of 1842, he would have no case. The provision of the Act of 1878 referred to was passed because the Act of 1842 did not allow anything to be deducted but the actual amount of repairs. It is, therefore, really upon the Act of 1878 that the question turns.

Now, I can quite follow the argument by which it is maintained for the shipowners that a logical carrying out of the policy of the provision ought to lead to a further extension of the principle of allowing deductions. I do not say that this is a necessary consequence, but the contention is plausible.

The question we have, however, to consider, is whether the relief now claimed is given by the Act of 1878, and I think it quite plain that it is not. What is asked is an allowance for loss of earning power owing to the plant being rendered more or less obsolete through the introduction of improved or other plant.

Now, by the words "the introduction of improved or other plant" is meant improved plant in the ships of other people, and accordingly the state of the argument is this,—Can we say that this company's ship has suffered "wear and tear" because other people have built better ships? The words "wear and tear" clearly point to physical deterioration going on in the subject under consideration, and to bring under those words the fact that the ship is of less value because other and better ships have been built is entirely unwarrantable. I am, therefore, in favour of refusing the appeal.

Lord M'Laren.—I am of the same opinion, and upon the same grounds. It seems to me that the kind of depreciation referred to under head (*a*) in the Commissioners' note, if it is such depreciation as will affect the earning capacity of the vessel during the year actually current, has been already allowed for, because on the income side of the account the amount of profit is less, and therefore less duty is paid. But if it is intended to cover the case of a vessel being rendered in competition with others less able to earn freight for the remainder of its existence, then I think that, on the principle of the case of the *Coltness Iron Company* v. *Solicitor of Inland Revenue* (Feb. 6, 1879, 6 Rettie, 617, and April 7, 1881, 8 Rettie, (H. L.) 67), and other cases of that class, no deduction can be allowed on that head, because the assessment is not made on the capital value but on the income, and the principle of the Act is that you must pay the tax even on a diminished income, and when the power of raising income is exhausted the tax of course ceases. There is one, and only one, exception admitted to this somewhat hard principle of taxation, and that is that a deduction is to be allowed for diminished value caused by wear and tear, but on a fair construction these words only mean physical deterioration apart from the subject becoming less useful owing to the invention of better machinery or modes of doing the same thing.

Lord Kinnear concurred.

Lord Adam was absent.

The Court affirmed the determination of the Commissioners.

* "Note.—The Commissioners in this case were asked by the appellants to take into consideration, in deciding what rate was just and reasonable, the facts (1) that ships frequently became obsolete and of less earning power before they were physically worn out; and (2) that their market or sale value might and frequently did fall below their value as fixed by the depreciation rate allowed in making the assessment or even that proposed by the appellants. Evidence was led on both these points. The Commissioners are of opinion that the words 'diminished value by reason of wear and tear' used in sect. 12 of the Customs and Inland Revenue Act, 1878, do not cover (*a*) loss of earning power owing to plant being rendered more or less obsolete through the introduction of improved or other plant, or (*b*) diminution in market value apart from its having been caused by wear and tear."

Digitized by Google

COURT OF SESSION, FIRST DIVISION.

May 29, 1894.

R. S. Forbes (Surveyor of Taxes), Appellant.
Standard Life Assurance Society, Respondents.

21 Rettie, 820.

Revenue—Inhabited house duty—Exemption—Business premises—Messengers—Customs and Inland Revenue Act, 1878 (41 *Vict. c.* 15), *s.* 13, *subs.* 2—*Customs and Inland Revenue Act*, 1881 (44 *Vict. c.* 12), *s.* 24.

The Customs and Inland Revenue Act, 1878, s. 13, subs. 2, exempts from inhabited house duty "every house or tenement which is occupied solely for the purposes of any trade or business," and enacts further that "this exemption shall take effect although a servant or other person may dwell in such house or tenement for the protection thereof."

The Customs and Inland Revenue Act, 1881, s. 24, enacts, "with reference to" the foregoing exemption "the term 'servant' shall be deemed to mean and include only a menial or domestic servant employed by the occupier, and the expression 'other person' shall be deemed to mean any person of a similar grade or description not otherwise employed by the occupier, who shall be engaged by him to dwell in the house or tenement solely for the protection thereof."

An insurance company who had been assessed to inhabited house duty in respect of their offices appealed on the ground that they were within the foregoing exemption. The case upon appeal set forth that the only persons who occupied the premises at night were two messengers whose duties were to lock up the premises at night and open them in the morning, and in the day-time to go on errands, attend in the lobby, and perform various miscellaneous duties of a similar nature. The case further stated that the company "rested their appeal on the fact that the messengers were servants absolutely necessary for their business, not merely for the protection of their premises."

Held (1) that the words "for the protection thereof" in sect. 13, sub-sect. 2, of the Act of 1878 applied to "servant" as well as to "other person"; (2) that this construction was not modified by sect. 24 of the Act of 1881; and (3) that the company were not within the exemption, in respect that the messengers did not reside in the premises solely for the protection thereof.

Question, whether the exemption would apply to the case of premises in which more than one person resided, such persons being necessary for the protection of the premises, and residing in the premises solely for the protection thereof.

At a meeting of the Commissioners for the General Purposes of the Income-Tax and Inhabited House Duties for the county of Edinburgh, the Standard Life Assurance Company, Edinburgh, appealed against an assessment to inhabited house duty for the year 1893-94 on the annual value of the premises Nos. 3 and 5 George Street, Edinburgh, belonging to and used by the company as business offices, on the ground that the premises in question fell within the exemption provided by the Customs and Inland Revenue Act, 1878, s. 13, subs. 2, and the Customs and Inland Revenue Act, 1881, s. 24.

The Commissioners held that the premises fell within the exemption provided by these statutes.

The Surveyor of Taxes obtained a case, which the Lord Ordinary in Exchequer (Wellwood), on the motion of the parties, appointed to be heard by the First Division.

The decision of the case ultimately came to turn upon whether two persons, described in the case as "messengers," who lived in the premises at night, and were, as appeared from the case, the only persons who did so, belonged to the class of persons contemplated by the statutes referred to. With reference to these messengers, the case stated that "the duties of the two messengers were . . . to lock up the premises at night and open them in the morning, and in the day-time to go errands, deliver letters, attend in the lobby, and perform various miscellaneous duties of a similar nature." The case further stated that the company "rested their appeal on the fact that the messengers were servants absolutely necessary for their business (not merely for the protection of their premises)."

On the assumption that each of the messengers belonged to the class of persons described in the statutes founded on, the further question arose, whether the company was, under the statutes, and looking to the character of the premises, entitled to have more than one such person on the premises at the same time, and facts were stated in the case bearing on this question. For the purposes of the present report, the nature of these facts is sufficiently set forth in the opinion of the Lord President.

The arguments sufficiently appear from the opinions of the Court.*

Lord President.—I must say that I think the case a very clear one for the Crown. To begin with, Nos. 3 and 5, although they bear a name which sounds in the plural, are neither more nor less than one house,—that is to say, if you go back to the beginning of things, you will find that No. 3 was one house and No. 5 was another house, but at the present time they have this strong element of solidarity, that there is but one door to the building, and the owner of the building and the occupants of the building are just one company. It is true that for their convenience, and apparently following out tradition, they have kept the two branches of their business more or less apart, and that the partition of the staff corresponds with the former differences between the two houses, but that cannot found any distinction in favour of the Standard Insurance Company on the present question of inhabited house duty.

Well, then, this being one house, we find that there are living in it as inhabitants two servants of the company. Now, on looking at the existing statutes, and perhaps still more on looking at the *catena* of the statutes upon the subject to which Mr. Young has very properly referred, this stands out quite clear, that while the Legislature were minded to exempt from the duty houses which were occupied solely as business premises, there occurred the slight complication that sometimes a man had to sleep in the house for its protection, and it was plain enough that the circumstance did not, in the view of the Legislature, and should not, detract from the exemption—the fact of the man living in the house being more or less incidental to the proper exercise of the trade or calling on which the exemption is to be conferred. Therefore when we come to the existing statutes, this is the expression used by the Legislature,—"Every house or tenement" is to be exempt "which is

* At the hearing counsel for the Crown founded on the following earlier statutes:—48 Geo. III. c. 55, rule 5, Schedule (B); 57 Geo. III. c. 25, s. 4; 6 Geo. IV. c. 7, s. 7; 14 & 15 Vict. c. 36; 32 & 33 Vict. c. 14, s. 11.

Digitized by Google

occupied solely for the purposes of any trade or business, and this exemption shall take effect although a servant or other person may dwell in such house or tenement for the protection thereof." Now, I think it is hopeless to maintain that these last words "for the protection thereof" do not apply to the word "servant" as well as to the words "other person." The permission or licence given to the trader is merely to keep his house protected. If he likes to have one of his own servants, let him do so. If he wants to have caretakers let him have caretakers, but the words "other person" are clearly put there in order to cover the case of someone who employs, not one of his staff, but an outsider, to protect his house; but in the case of the "servant," as in the case of an outsider, the legitimacy of his residence there, in the question of exemption, is determined by the question—Is he there for the purpose of protecting the house or not? When we look at the reason of the thing, it is manifest that, if the Legislature intended to exempt persons who let their servants live in the house, although not required for the protection of the house, any number of people might be furnished with dwelling-houses within a building of this kind, and that would entirely defeat the purposes of the Revenue Statutes.

Now, when we turn to the statement on the face of this case, it becomes as clear as anything can be, that these two messengers who live in this one house which bears the plural name are not there for the protection of the premises but for the general purposes of the business. That is said in so many words. The Standard Company rested their appeal on the fact that the messengers were servants absolutely necessary, for what?—for their business, and not merely for the protection of their premises. Now, it seems to me that that puts the Standard Company entirely out of Court.

I am therefore clearly of opinion that these premises are assessable, and that we must reverse the decision of the Commissioners.

Lord Adam.—I am of the same opinion. The appellant referred to the words of sub-sect. 2 of sect. 13 of the Act 41 Vict. c. 15. That sub-sect. gives exemption from premises being assessed as inhabited houses where such premises are solely occupied for the purposes of trade or business; and then it goes on to say that this exemption shall take effect although a servant or other person may dwell in such premises for their protection. As a matter of construction I think it is impossible to apply the last words of that section—"for the protection thereof"—to the words "other person" by themselves. I do not think the meaning of that clause is modified by sect. 24 of 44 and 45 Vict., because that is an interpretation clause, and merely reads into the clause the words "menial or domestic servant." It does not at all affect the application of the condition that the servant who is a menial or domestic servant shall reside there solely for the protection of the house.

In the next place, I do not think it necessarily must be one servant or other person. There may be facts which would shew that more than one was *de facto* residing in the premises for the purpose of protecting them. There is the case of Buckingham Palace, which was taken as an illustration. There might be dozens of people put there necessarily for the protection of the premises. But then I think this case entirely fails upon the facts. As your Lordship has pointed out, it is perfectly obvious that the two messengers do not live in the house for the protection of the premises, and are not there solely for that purpose. No doubt, as Mr. Dundas says, the greater the number the greater the protection, but there can be no doubt at all that these two messengers are kept there for the convenience of the company.

Lord M'Laren.—I concur, but I would wish to say that I reserve my opinion on the question of whether the provision, or rather the exemption, applicable to the case of a servant or other person dwelling in the premises for their protection can ever be extended so as to include a plurality of persons in that position. I think the case contemplated is a case of usual occurrence, that there may be some person living in business premises during the night who can be there to open the door in case of fire or emergencies of any kind. I do not think that the case contemplated is that of complete protection of the premises against external risks, but merely that there may be someone there for protection in the sense I have mentioned, and as a means of communication between persons outside who may have cause to come to the building. However, that point is not raised here, because it is not stated that the messengers in the present case were there solely for the protection of the premises.

Lord Kinnear.—I agree with your Lordship. It is probably unnecessary to decide whether the residence of two or more persons in a building devoted solely to the purposes of trade or business would deprive that building of the exemption accorded to buildings of this class, provided it appeared that two or more persons were living in the building solely for protecting it, because I agree with your Lordship that it is clear enough on the face of this statement that the two messengers are not occupying premises solely for the protection of those premises. I think that is a sufficient ground of judgment.

The Court reversed the determination of the Commissioners, and sustained the assessment.

COURT OF SESSION, FIRST DIVISION.

July 17, 1894.

The Lord Advocate, Pursuer (Respondent).
John Hay Wilson and Others, Defenders (Reclaimers).

21 Rettie, 997.

Revenue—Inventory-duty—Stamp-duty on accounts—Voluntary settlement—Reservation of interest in property settled—Customs and Inland Revenue Act, 1881 (44 & 45 *Vict. c.* 12), *s.* 38, *subs.* 2 (*c*)—*Customs and Inland Revenue Act*, 1889 (52 *Vict. c.* 7), *s.* 11, *subs.* 1.

The Customs and Inland Revenue Act, 1881, s. 38, subs. 2, imposes a stamp-duty in respect of "(*c*) Any property passing under any past or future voluntary settlement made by any person dying on or after such day" (that is, on or after 1st June, 1881) "by deed or any other instrument not taking effect as a will, whereby an interest in such property for life, or any other period determinable by reference to death, is reserved either expressly or by implication to the settlor, or whereby the settlor may have reserved to himself the right, by the

Digitized by Google

exercise of any power, to restore to himself, or to reclaim the absolute interest in such property."

The Customs and Inland Revenue Act, 1889, s. 11, subs. 2, amends the above quoted section thus,—"... The description of property marked (c) shall be construed as if the expression 'voluntary settlement' included any trust, whether expressed in writing or otherwise, in favour of a volunteer, and if contained in a deed or other instrument effecting the settlement, whether such deed or other instrument was made for valuable consideration or not as between the settlor and any other person, and as if the expression 'such property,' wherever the same occurs, included the proceeds of sale thereof."

In 1887 W. transferred to three of his sons, who formed a copartnery, the whole stock in trade and goodwill of his business. No cash was paid down by his sons, but they undertook, both as individuals and as a firm, to grant a bond of annuity in favour of their father, and after his death to their mother, equivalent to 5 per cent. on the value of the stock in trade. The bond was in no way secured on the business. The sons further, in consideration of their father entering into the arrangement, discharged all claims competent to them on his death to any share of his estate. W. died in 1893.

In an action at the instance of the Inland Revenue to recover duty on the property so acquired by his sons, *held* (following *Crossman* v. *The Queen*, 1886, 18 Q. B. D. 256) that the transfer of the business was a voluntary settlement within the meaning of the Customs and Inland Revenue Act, 1881, s. 36, subs. 2, and that the annuity was an interest in the business reserved by implication to the settlor, and therefore that duty was payable.

In December, 1893, the Lord Advocate, on behalf of the Board of Inland Revenue, brought an action against John H. Wilson, Louis G. O. Wilson, and Charles A. Wilson, photographers in Aberdeen, concluding for decree against the defenders ordaining them to "deliver to the pursuer a full and true account, verified by oath and duly stamped, of the personal or moveable property of the deceased George Washington Wilson, photographer, Aberdeen, which passed to and was acquired by the defenders under an agreement between him and them, dated 4th May, 1887," in the following circumstances.

George Washington Wilson carried on a photographic business in Aberdeen, in partnership with George Brown Smith, under the firm of George Washington Wilson & Co., until 31st March, 1887, when the partnership was dissolved, it being agreed that Mr. Smith should be paid out.

Thereafter, on 4th May, 1887, Mr. Wilson, as party of the first part, entered into an agreement with his said sons, as parties of the second part, whereby it was agreed as follows:—"(First) The second parties hereby agree to enter into a formal contract of copartnery in terms to be approved of by the first party; (second) on said contract being executed, and a bond and bills granted, as hereinafter provided, the whole stock in trade of the said firm of George Washington Wilson & Co., together with the goodwill of the business and the right to use the said company name of George Washington Wilson & Co. (but not the book debts of the firm) shall belong to the second parties' firm as their absolute property, and the first party hereby agrees to grant all deeds necessary for this purpose; (third) in consideration of the second parties' firm receiving the said stock in trade and goodwill of the business, the second parties, as individuals and as a firm, hereby agree to relieve the first party of the sum payable by him to the said George Brown Smith ... to the extent of 750*l.*, and to grant three bills or promissory-notes accordingly, by themselves as individuals and also as a firm, to the first party; ... and further, the second parties, as individuals and as a firm, agree to grant a bond of annuity in favour of the first party and his wife Mrs. Maria Ann Cassie or Wilson, securing to the first party during his life, and after his death to his said wife during her life, if she shall survive the first party, an annuity equivalent to 5 per centum on the value of the said stock in trade, which has been ascertained by mutual valuation to amount to the sum of 7291*l.* 17*s.* 6*d.*, after deducting the said sum of 750*l.* ... from the date when the said stock in trade was handed over to the second parties ... during the lives of the first party and his said wife, and of the survivor of them; ... (fourth) the first party shall be entitled to collect for his own use the whole of the debts due to the said firm of George Washington Wilson & Co. prior to 31st March, 1887; ... (fifth) the first party hereby agrees to grant, and the second parties, as a firm and as individuals, agree to accept a lease or leases of seven years' duration," of certain premises which had been occupied by Mr. Wilson at a rent in all of 150*l.*; ... "(seventh) further, it is also hereby agreed as part of the consideration for the first party entering into this agreement, that the second parties shall discharge and renounce, as they respectively do hereby expressly discharge and renounce, all claims which they or any of them have or may have by or through the death of the first party to any part or share of his estate, heritable or moveable, in respect of legitim, bairns' part of gear, or otherwise."

On the same date, and in terms of the agreement, the sons executed a bond of annuity and entered into a lease of the business premises. The annuity amounted to 364*l.* 12*s.*, and it was not secured in any way on the business or the property transferred to the sons.

Mr. Wilson died on 9th March, 1893, the annuity having been regularly paid to him.

The pursuer pleaded (*inter alia*):—(1) The personal property acquired by the defenders from the deceased having passed to them by voluntary settlement within the meaning of the said statutes, they are bound in respect thereof to pay stamp-duty on account.

The defenders pleaded (*inter alia*):—(3) Said property not having passed to the defenders by voluntary settlement, in terms of said statutes, they are not liable in payment of the duty sued for. (4) The deceased George Washington Wilson not having retained an interest for life in the property condescended on, nor having reserved power to reclaim the absolute interest in said property, the defenders ought to be assoilzied, with expenses.

A proof was allowed, the import of which sufficiently appears from the opinion of the Lord Ordinary (Wellwood). On 8th June, 1894, the Lord Ordinary (Wellwood) gave decree in terms of the conclusions of the summons.

The defenders reclaimed and argued;—There was no voluntary settlement, for substantial consideration had been given for the business. The consideration did not require to be adequate if the divestiture was complete: *Lord Advocate* v. *M'Court*, March 7, 1893, 20 Rettie, 488. This was the case here, for the transfer of the business was absolute. Nothing was left to the father but the personal obligations of the sons and their firm. The sons were quite unfettered, and might have disposed of the business as they liked. The case of the *Lord Advocate* v. *M'Kersies* (Outer House) Dec. 22, 1881, 19 S. L. R. 438, had no

Digitized by Google

bearing, for it was on the construction of a different Act of Parliament.

Argued for the pursuer:—The transfer of the business and the payment of the annuity to the father were evidently just a family arrangement. They were not a commercial transaction like a sale. The case of *Crossman* (*Crossman* v. *The Queen*, 1886, 18 Q. B. D. 256) exactly applied, and ought to be followed. *M'Court's* case (*Lord Advocate* v. *M'Court*, March 7, 1893, 20 Rettie, 488) did not apply, for the Court were satisfied there that there had been an out-and-out gift of the estate.

At advising,—

Lord President.—My opinion is in accordance with that of the Lord Ordinary.

The expression "voluntary settlement" is not one with which Scottish lawyers are familiar, and, on this account, I am disposed to attach an especial weight to the English decision in *Crossman* v. *The Queen* (18 Q. B. D. 256), where the facts were very similar to those now before us.

This is a handing over by a father to his sons of his whole business, and, in respect of what the sons get, they renounce all claims of succession to their father's estate. The father gives a very advantageous lease of the building in which the business was carried on. On the other hand, he stipulates for an annuity to himself and his wife successively of 5 per cent. on the value of the stock in trade.

On the face of the agreement this is not a commercial transaction. It cannot be imagined that if the father had been approached by a third party and offered this annuity he would have entered into such an agreement. The facts proved in evidence bear out the impression produced by the deed itself, that it was executed because the father was minded to bestow his business on his sons, contenting himself with some small annual return proportionate to the value of the stock in trade. This was therefore a settlement on his sons of this part of his estate, and it proceeded from his good will. I consider that it is a voluntary settlement in the sense of the Act.

I agree with the Lord Ordinary in thinking that the words in the section "expressly or by implication" entitle us to hold that this annuity was in the sense of the statute "reserved." It is a pretty direct implication by which we conclude that the annuity of 5 per cent. on the stock in trade was really reserved out of the business handed over. On this matter the case of *Crossman* is in point, for there the annuity was not expressly payable out of what was conveyed. The case of *M'Kersie* has a less direct bearing, for it is a decision on a different statute, and the section there founded on did not require that the consideration should be reserved,—the words being "reservation or assurance of or contract for any benefit."

Lord Adam.—There appear to be two questions in this case.

1st. Whether the agreement of 4th May, 1887, whereby the defenders acquired right to the whole stock in trade of the firm of George Washington Wilson & Company, together with the goodwill of the business, was a voluntary settlement in the sense of the 38th section of the Customs and Inland Revenue Act, 1881?

2nd. Whether, if so, the settler, George Washington Wilson, thereby reserved an interest in such for life, either expressly or by implication?

I concur with the Lord Ordinary that the agreement in question amounts in substance to a family arrangement. I not alleged, and is not the fact, that any money was paid by defenders for the property to which they thereby acquired ri

It is true that they thereby agreed to relieve their father a sum of 750*l.* due by him to George Brown Smith, a for partner, but value in the shape of goods was put into t hands by their father to enable them to meet this obligation.

Further, it appears that the defenders by the agreem bound themselves to grant a bond of annuity in favour of t father and his wife, securing to him, and after his death to l an annuity at the rate of 5 per cent. per annum on the va of the stock handed over to the defenders, and the defend did, of the same date, grant a bond of annuity, in terms of t obligation.

It will be observed that this annuity is not in any v secured over the property specified in the agreement, and if question had been open, it might very well have been doub whether the settler had thereby reserved an interest in s property for life, seeing that the property had passed out of hands, and might have been dissipated next day.

But I think the question was in terms decided in the Que Bench in England in the case of *Crossman* v. *The Queen*, that we ought to follow that case.

I therefore think we should adhere to the interlocu reclaimed against.

Lord M'Laren and Lord Kinnear concurred.

The Court adhered.

COURT OF SESSION, FIRST DIVISION.

November 27, 1894.

John Aiken, Surveyor of Taxes, Respondent (Appellant). Trustees of Charles M. Macdonald, Appellants (Respondent 22 Rettie, 88.

Revenue — Income-Tax — Foreign trade — Expense of distrib profits under trust-deed—Income-Tax Act, 1842 (5 & 6 *Vict. c. s.* 100, *Schedule D, case* 5.

Testamentary trustees were assessed for income-tax under ca Schedule D, of the Income-Tax Act, 1842,* on the full amo received by them in Great Britain of trade profits made in India.

---

* The fifth case of Schedule D of the Income-Tax Act, 1842, en —"The duty to be charged in respect of possessions . . . in British Plantations in America, or in any other of Her Majes dominions out of Great Britain and foreign possessions.

"The duty to be charged in respect thereof shall be computed sum not less than the full amount of the actual sums annual ceived in Great Britain, either for remittances from thence paya Great Britain, or for property imported from thence into Britain . . . computing the same on an average of the preceding years as directed in the first case, without any ded or abatement than is hereinbefore allowed in such case."

The first rule applying to cases 1 and 2, under Schedule D, e *inter alia*,—"In estimating the balance of the profits or gains charged according to either of the first or second cases, no sum be set against or deducted from, or allowed to be set against ducted from, such profits or gains for any disbursements or exp whatever, not being money wholly and exclusively laid o expended for the purposes of such trade, manufacture, adventu concern, or of such profession, employment, or vocation; . . for any sum expended in any other domestic or private pur distinct from the purposes of such trade, manufacture, adventu concern . . ."

Digitized by Google

The trustees claimed deduction of the expense of the trust administration in Great Britain on the ground that the beneficiaries on whom the income-tax fell could only receive the profits subject to this deduction. *Held* that the deduction could not be allowed, as the trust administration was not an expenditure for trade purposes.

The testamentary trustees of the late Charles M. Macdonald, Tirhoot, India, appealed to the Income-Tax Commissioners against an assessment under Schedule D of the Income-Tax Acts made upon them for the year 1893–94 on the sum of 1684*l.*, and claimed that the assessment should be made on 1484*l.* only.

The Commissioners sustained the appellants' contention, and restricted the sum assessed on to 1484*l.*

The Surveyor of Taxes took a case, in which the following facts were stated:—

"(1) The appellants are part proprietors of the Dowlutpore Indigo concern, and of certain tea estates in India.

"(2) The average annual profits received in this country from the said concern and tea estates amount, after deduction of certain sums paid in respect of interest, to the sum of 1684*l.* 2*s.* 2*d.*, and the whole income of the trust . . . is derived from the said concern and tea estates.

"(3) The appellants, in making their return for the assessment of profits under Schedule D of the Income-Tax Acts, deducted from the above sum of 1684*l.* 2*s.* 2*d.* the sum of 200*l.* as the average annual expenses incurred in this country in connection with the management of the trust, and returned 1484*l.* 2*s.* 2*d.* as their income from securities in any of Her Majesty's dominions out of the United Kingdom.

"The parties were agreed that the assessment fell to be made under the fifth case of Schedule D of the Income-Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100."* It was stated at the bar that the trustees were bound to divide the proceeds of the trust among certain beneficiaries, who had themselves no power to collect and divide the estate.

The ground of the Commissioners' decision was thus stated, "The Commissioners held that, in computing the assessable profits under the provisions of the fifth case, effect fell to be given to the directions contained in the first of the rules prescribed in the 100th section of the Income-Tax Act, 1842 (5 & 6 Vict. c. 35), as applying to the first and second cases of Schedule D, and that the average annual expenses incurred in this country formed a proper deduction from the average annual profits received in this country."

Argued for the Surveyor of Taxes:—The Commissioners' decision was wrong. Under the rules to cases 1 and 2, which contemplated deductions admissible under case 5, no deductions could be allowed (*inter alia*) for disbursements or expenses not being money expended for the purposes of "such trade, manufacture, adventure, or concern" as was being assessed. The sum here sought to be deducted was not expended for the trade purposes of the indigo and tea estates, but was simply expenses incurred in distributing the nett profits. The deductions contemplated by the statute were for expenses incurred before the profits receivable by the beneficiaries could be ascertained. The argument of the trustees came to this, that the carrying out of the trust was the "trade or concern" referred to in the Act. A private person receiving the profits of his foreign trade in this country could not make deductions for the expenses of any factor or agent he might employ to collect or receive the money, and the trustees were in no different position.

Argued for the respondents:—The Commissioners were right. The persons chargeable in income-tax were not the trustees, but the beneficiaries (see sects. 41 and 190), and they were only to be chargeable on the nett income received by them. It was not disputed that the expense of bringing this money to Great Britain would be a proper deduction, why not then the expense of distribution?—that is, the expense of bringing it into the beneficiaries' hands. The analogy of a private person employing a factor to receive his money was not perfect, as here the beneficiaries did not set up the trust, and all the charges were necessary costs under the trust-deed, and had to be settled before the nett profits of the beneficiaries, who were the parties chargeable, could be ascertained.

Lord President.—The appellants are testamentary trustees, and in that capacity they are part proprietors of certain estates in India In the year ending 5th April, 1894, there was remitted to the appellants from India, as the annual proceeds of those properties, a sum of 1684*l.* 2*s.* 2*d.*, and that was a sum of money which came home nett. That sum came into the hands of the appellants free for them to spend or distribute according to the rights of their beneficiaries. They now propose to deduct certain expenses incurred in this country in connection with the management of the trust. Now, it is for them to point to the section of the statute which entitles them to make such a deduction, and I think they have entirely failed to do so. It seems to me that all the authorised deductions and charges occur at an earlier stage than that at which these expenses have been incurred. When the nett sum was placed in the hands of the trustees it had passed through all the vicissitudes which entitled anyone to make deductions. It had come home and was in their hands for them to apply to their uses. The fact that their uses are trust uses does not seem to me to make any difference in the present question, and the fact that this is a trust for the children of a person deceased again does not make any difference, as is shewn by the fact that the trustees themselves are going to pay income-tax upon this sum, and merely question the right of the Government to refuse the deduction in question. I am of opinion that the determination of the Commissioners is wrong, and should be reversed.

Lord Adam.—I am entirely of the same opinion, and I cannot say I entertain any doubt about it. In these taxation statutes we are to read the words in the sense in which they are ordinarily used, and if a particular case falls clearly within the words we are not at liberty to consider whether it is equitable or inequitable. Now, it appears to me that the words "the full amount of the actual sums annually received in Great Britain either for remittances," &c., apply to this case. I think we could not have words more clearly applicable to the remittances in question. It is said, however, by the appellants that they fall within the section providing for deduction or abatement, and that takes us back to the rule applicable to cases one and two, but, as your Lordship has pointed out, that rule clearly refers to money expended in earning the nett sum, and it is not to be for disbursements for the maintenance of parties

* The account for which deduction was claimed appeared thus in the trust account,—"Expenses of administration to date, including all expenses and factor's commission as taxed by Auditor of Faculty, various sundry outlays."

Digitized by Google

nor for any sum expended in any domestic or private purposes; as distinct from the purposes of the trade, manufacture, adventure, or concern. I do not know whether this would be a sum expended in domestic purposes. It looks very like it.

Lord M'Laren.—Though the case we are considering is raised under the fifth case of the section of the statute, there is a reference made under that enactment to rules which are primarily applicable to the first and second cases, and in considering the present question it is of course legitimate to see how these rules would be worked from what is the ordinary case of profits earned within the country. If we suppose the ordinary case of a commercial firm earning profits, and that one of the partners has died and left his share to be managed by trustees for the benefit of his family, the firm make a return to Government of their nett profits, and they are assessed upon those profits. Can it be for a moment maintained that after that return had been made the family of the partner who had left his money to trustees are entitled to a further deduction in respect of the cost of administering this revenue through the trustees? It seems to me that in such a case the deduction would be no more claimable than in a case where an individual partner having money in many concerns chooses to employ a private secretary for the purpose of keeping an account of his income and his expenditure. The management of the trustees is really, I venture to think, of the nature of what is described in one of the rules as a private or domestic use, and is so described for the purpose of making it clear that it is not to be allowed as a deduction. I think it is plain enough, reading these rules, that the only kind of deductions allowed is expenditure incurred in earning the profits, and that there is no deduction under any circumstances allowable for expenditure incurred in managing profits which have been already earned and reduced into money. If this were under cases one and two, it must necessarily be a sum under rule five. There is a distinction, no doubt, but a distinction which is wholly immaterial to the present case. The distinction under rule five is that only so much of the profits of business as are remitted to Great Britain shall be charged. The owner of the business may reside in India and spend the greater part of his income there, and it is only so much as he remits to Great Britain that is assessable as money coming into the country which must pay for the protection which that property receives. Now, in this case I am of opinion with your Lordships that the sum assessable is the sum appearing in the books of the bank as having been remitted to this country and placed to the credit of the trust.

Lord Kinnear.—I am clearly of the same opinion. The trustees say that the average annual profits received in this country from a certain tea estate in India amount to 1684*l.* 2*s.* 2*d.* Now, the statute says that the duty to be charged in respect of such property in the Colonies or in Her Majesty's possessions or dominions out of the United Kingdom is to be computed on a sum not less than the full amount of the actual sums annually received in the United Kingdom by remittances from Her Majesty's Colonies or dominions outside the United Kingdom. That is the case we have to consider. It is to be computed on a sum not less than the full amount received in this country on remittance from India; and then it goes on to say that in charging the duty the sum is to be computed on an average of the three preceding years, as directed in the first case, without any deduction other than hereinbefore allowed in such case. Now, there is no deduction or abatement expressly allowed in the case there referred to, but the statute prohibits the deduction of any disbursements or expenses whatever not being money wholly or exclusively laid out or expended for the purpose of such trade or concern; and therefore the only question we have to consider is whether the Lord Advocate is not quite right in saying that the deduction claimed here is not a deduction of money laid out or expended for the purpose of the trade or concern at all, but merely a deduction of the cost of distributing nett income after it has come into this country. I am of opinion it does come into this category, and therefore I think the decision should be reversed.

The Court sustained the appeal, and reversed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

December 17, 1895.

R. S. Forbes (Surveyor of Taxes), Appellant.
The Scottish Provident Institution, Respondents.

23 Rettie, 323.

Revenue—Income-tax—Interest on colonial investments—Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35)—*Schedule D, Case* 4, *s.* 102—*Customs and Inland Revenue Act*, 1893 (56 & 57 *Vict. c.* 7), *s.* 5.

The Customs and Inland Revenue Act, 1893, imposed income-tax for the year 1893-94 upon income chargeable under Schedules A, B, C, D, and E of the Income-Tax Act, 1853, and enacted that provisions in any Income-Tax Act in force in the previous year should have full force and effect "with respect to the duties of income-tax hereby granted."

An insurance society was assessed for income-tax for the year 1893-94 on the interest of colonial investments not received in Great Britain, but received and re-invested in the colonies, on the ground that it was subject to assessment under s. 102 of the Income-Tax Act, 1842.

Held (1) that if and in so far as sect. 102 of the Act of 1842 subjected to assessment income not covered by the lettered schedules it was not in force for the year 1893-94; and (2) that sect. 102 did not impose duties, but merely contained provisions as to the duties granted in the schedules.

Where interest derived from the colonial investments of a society for mutual insurance was not remitted home, but was re-invested abroad, *held* that, by being entered in the society's accounts, it was not constructively remitted to this country so as to be charged with duty under Case 4 of Schedule D of the Income-Tax Act, 1842.

The Scottish Provident Institution appealed to the Commissioners of Income-Tax for the county of Midlothian against an assessment for the year 1893-94 on the sum of 90,3[illegible] being the amount of interests accrued upon investments abroad for the year ending 31st December 1892, which, according to the contention of the institution, were not received in this country.

The Commissioners sustained the appeal on the grounds (1) that the interests in question had not been remitted to

Digitized by Google

country *in formâ specificâ*; and (2) that the facts were not sufficient to establish constructive remittance.

The Surveyor of Taxes obtained a case.

The following facts were set forth in the case:—The Scottish Provident Institution was established in 1837, and was incorporated by private Act in 1848. Its head office was in Edinburgh, and its ordinary management and administration were wholly vested in a board of directors established there.

The Institution had no shareholders to whom dividends were payable, and there was no discrimination between its capital and income. According to the laws of the Institution an investigation was appointed to be made at the end of every seventh year into its affairs, and the surplus (being the excess of receipts on account of premiums, interests, &c., over the amount of claims paid and other expenses) fell to be disposed of according to the following laws:—Law 27 provided that the surplus, "under deduction of such proportion as the directors shall consider necessary and proper in the circumstances to be retained as a guarantee, shall be made available to the members entitled thereto as after provided, and that by additions to the capital sums that will certainly—unless the policies be forfeited or surrendered—become payable on the death of the members or others on whose lives the assurances were effected . . . Members may have their shares of surplus applied in diminution of their annual contributions, or in periodical or annual additions to their policies; or they may at any time surrender their vested additions for cash."

Law 28 provided that "the surplus shall eventually belong to those policies only on which there has been paid into the common fund, either by single payment or annual contributions, a sum which, when accumulated with interest at the rate of 4 per cent. per annum, shall be equal in amount to the sum originally assured."

At the beginning of the year 1892 the Institution's common fund amounted to 7,801,431*l.* 8*s.* 2*d.*, and at the end of that year it had increased to 8,126,375*l.* 8*s.* 9*d.*, shewing an excess of receipts over claims and expenses amounting to 324,944 0*s.* 7*d.*

The directors had lent out considerable sums in Australia and elsewhere out of the United Kingdom. The interest derived from these loans in the year 1892 amounted to 99,359*l.* 8*s.* 9*d.* That interest was wholly deposited with the Company's bankers in the country where it was collected, and, not being required to meet charges against the common fund in the United Kingdom, it was not remitted to this country *in formâ specificâ*, but in terms of the Institution's powers it was lent out as opportunity offered in the name of the Corporation. It formed part of the "interests" entered in the revenue account of the Institution for the year ending 31st December, 1892, as given up to the Board of Trade in terms of the Life Assurance Companies Act, 1870 (33 & 34 Vict. c. 61), s. 5.

No distribution of surplus took place in the year 1892, the last septennial investigation into the affairs of the Institution having taken place in 1887, when out of a surplus amounting to 1,051,035*l.* 8*s.* 350,345*l.* had been retained, and 700,690*l.* apportioned among the participating members.

"In support of the assessment, the Surveyor maintained that the interest in question did not fall to be dealt with under the 4th case of Schedule D, but was chargeable under case 1, in sect. 100 of the Act, as profits, or as 'yearly interest,' under sect. 102, seeing that the Institution was resident in the United Kingdom, having its registered office here, and the whole of its business being directed from this country; further, that the whole amount of the Institution's interests necessarily entered into its published accounts, and was liable to meet all claims, wheresoever arising; and that the mere fact of any portion not having been remitted *in formâ specificâ* did not entitle the Institution to claim to be brought under case 4, and even under that case there was constructive remittance."

The questions of law for the decision of the Court were:—"1. Whether the Institution is liable to pay income-tax upon the full amount of the interest from investments, either under case 1 of Schedule D in sect. 100 of the Income-Tax Act, 1842, or under sect. 102 of the same Act? 2. Whether if, on the other hand, the Institution is assessable under the 4th case of Schedule D, the facts amount to constructive remittance?"

The clauses of the Income-Tax Acts referred to in the discussion are quoted below.

Argued for the Surveyor of Taxes;—The Crown had an option to tax either profits or interests accruing on investments: *Clerical, Medical, and General Life Assurance Society* v. *Carter*, 1889, 22 Q. B. D. 444; *Scottish Mortgage Company of New Mexico* v. *Inland Revenue*, Nov. 19, 1886, 14 Rettie, 98. The statements of facts in the cases were insufficient to enable the Court to determine the amount of profits earned by the Institutions, and the Crown accordingly, for that reason, did not press their claims under case 1 of Schedule D of the Income-Tax Act of 1842, but maintained that the interests in question were taxable under sect. 102 of that Act. Under that section all "yearly interest" was chargeable without any limitation, and it made special reference to interest on foreign investments. The section had never been repealed. The meaning of the reference to case 3 of Schedule D was that the duty levied under sect. 102 was to be levied in accordance with the rules of case 3, and the rule applicable to the present case was rule 1. The fact that case 3 contained rules not applicable to interest on investments could not prevent that section from applying to interest which its terms clearly covered. If it were held that the interests in question were to be charged under case 4, they were still chargeable, on the ground that they had been constructively remitted to this country. The interests being taken into account in making up the accounts of the Institution, and therefore in estimating the divisible surplus, must be held to be constructively remitted: *Scottish Mortgage Company of New Mexico* v. *Inland Revenue*, Nov. 19, 1886, 14 Rettie, 98.

Argued for the Scottish Provident Institution;—The Crown claimed an option to charge either under sect. 102 or Schedule D, case 4. It might be that a sum fell into two categories, with an option to the Crown to select under which it would charge, but that was not the nature of the right claimed here, which was a right to charge under sect. 102 what was excepted from the charge under case 4. That was clearly an untenable position, for if sect. 102 applied the Crown would be bound to charge under it, and could have no right to let the interest escape taxation by charging under case 4. Further, if the power to charge contended for was given by sect. 102, that was contrary to the scheme of the Income-Tax Acts from the beginning. The schedules had always contained the subjects upon which duty was leviable, and the Act (Customs and Inland Revenue Act, 1893) under which income-tax was now leviable imposed the duty only upon the subjects mentioned in the

Digitized by Google

schedules of the Act of 1853. The contention now put forward by the Crown was seriously asserted for the first time. It had been suggested in the case of the *Clerical, &c., Insurance Company* (*Clerical, Medical, and General Life Assurance Company* v. *Carter*, 1889, 21 Q. B. D. 339, *per* Charles, J., p. 347), and had been emphatically rejected. Section 102 was really a rule applicable to the duties chargeable under Schedule D. Its real function was to be found in its provisos. It was supposed to have been framed to meet the case of such bodies as parochial boards, which had debts to pay but no assessable profits: *Bell* v. *Bunny*, 1 K. & J. 216, *per* Sir W. Page Wood, V.-C., p. 219. Cases 4 and 5 of the Act of 1842 dealt exhaustively with income derived from money or property abroad, and in both cases the tax was only laid on money received in this country. The words "received or receivable," in sect. 102, must be read in consistency with case 4, and meant received or receivable in this country. It was only by asserting sect. 102 to be a charging section, that the Crown's contention could be maintained, and the reference to case 3 made it unworkable in practice. If such interests as were here in question had been intended to be taxed there would have been a direction in Schedule G of the Act of 1842 with regard to the return to be made. In the absence of such a direction the penalty for making a false return by the omission of such interest could not be enforced. The alternative claim of the Crown under case 4 failed, for there had been no constructive remittance. It was not sufficient to constitute constructive remittance that the interest was included in the statement of accounts. It must be used for the purposes of the concern, and that was the ground of decision in the case of the *Scottish Mortgage Company* (*Scottish Mortgage Company of New Mexico* v. *Inland Revenue*, Nov. 19, 1886, 14 Rettie, 98).

At advising,—

Lord President.—The learned counsel for the Crown stated that they considered that the facts stated in the case were not sufficient to raise their claim under case 1 of Schedule D. They were anxious, however, to explain that it was solely on the ground of deficient statement of the facts relating to the Institution which is Respondent in this appeal that they did not on the present occasion advance this claim against this mutual society.

The claim of the Crown was accordingly rested alternatively on sect. 102 of the Income-Tax Act, 1842, and the 4th case of Schedule D.

The argument under sect. 102 is admittedly novel, and it involves surprising consequences.

Case 4 of Schedule D purports to state the duty to be charged on interest arising on colonial and foreign securities, and it limits, by the terms of the rule, the taxable amount to the sums received in the United Kingdom. This reads as if it were, and has hitherto been supposed to be, an exhaustive statement of the liability to duty of this class of securities. The present argument is that sect. 102 subjects to duty the whole of such interests, disregarding the distinction drawn in case 4 between what is yielded in the country of the security and what is received in the United Kingdom. If this view be sound sect. 102 subjects to duty a class of property, profits, and gains not included in Schedules A, B, C, D, or E, to wit, interest arising from colonial or foreign securities, but not received in the United Kingdom.

The answer to this argument is twofold. First, the statute under which, primarily, the Crown claims duty from the respondent company is the Customs and Inland Revenue Act, 1893, and the operative section is the fifth. Now, the things on which duty is charged by that section are the property, profits, and gains chargeable under Schedules A, C, D, and E of the Income-Tax Act, 1853, and the occupation of lands (and so on) under Schedule B of that Act. These schedules, therefore, state the limits of the income-tax granted by the Act of 1893. The same section (5) goes on to provide that all such provisions contained in any Income-Tax Act as were in force during the preceding year, should have full force and effect, "with respect to the duties of income-tax hereby granted."

If, then, and in so far as sect. 102 of the Act of 1842 subjected to tax things not covered by the lettered schedules, it was not in force during the year 1893-94. This seems to me to be a sound answer to the argument for the Crown, and, if sound, it is conclusive.

It would appear, however, that sect. 102 never had the effect now sought to be ascribed to it. An examination of the Act of 1842 shews that the first section sets forth the schedules as defining the subjects of the tax, and that the group of sections, of which sect. 102 is one, are merely executive or administrative directions for carrying out the schedules and rules. Section 102 certainly is so expressed as in terms to charge with duty; but the general words used are in truth introductory to the provisos, and they are general, because they are introductory, and therefore do not rehearse the limitations which have been already expressed.

Accordingly I am against the Crown on sect. 102.

On the alternative argument on case 4 of Schedule D, I think the facts fail the Crown. There is nothing, as far as appears, done with the colonial interests in question, except to leave them where they are. The phrase "constructive remittance" in the second query in these cases is one which, if used at all, requires to be carefully guarded. As employed in the present argument, it would practically obliterate the limitation in the rule of case 4. Every man, and every company, having foreign or colonial investments of course knows of the interest arising from them, takes note of it, and enters it in any statement of affairs which may require to be made up. But this will never make the interest "received in the United Kingdom." The *New Mexican* case (14 Rettie, 98) was totally different. The money there could only be said not to have been received if money sent home by bill is not received in this country, or if no colonial interests are received in the United Kingdom which do not reach it in specific form.

Lord Adam, Lord M'Laren, and Lord Kinnear concurred.

The Court affirmed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

February 2, 1895.

The Lord Advocate, Pursuer (Reclaimer).

Mrs. C. R. Jameson M'Culloch and Husband, Defenders (Respondents).

22 Rettie, 356.

Revenue—Succession-duty—Entail—Predecessor—Disposition—Devolution by law—Succession-Duty Act, 1853 (16 & 17 *Vict. c.* 51), *ss.* 2 & 10.

Digitized by Google

An entailer destined an estate to himself, and to D., his only son, "and the heirs-male of his body, and the heirs-male of their bodies, which failing, to the heirs-female of his (D.'s) body . . . the eldest heir-female always succeeding without division." W., the last surviving heir-male who was called, having died without issue, the succession opened to C., who was the great-granddaughter of D., and the nearest heir-female of his body. C. was also a niece of W.

In a question between the Crown, claiming succession-duty, and C., *held (affirming* judgment of Lord Wellwood) that when the destination to the heirs-male of the body of D. was exhausted on the death of W. the estate passed, not by devolution of law, but under the entailer's disposition, to a new stirps, the heirs-female of D.'s body, of which C. was the head, and that C. succeeded by "disposition" to the entailer as her "predecessor," and not by devolution by law to her uncle W.

Lord Advocate* v. *Lord Saltoun*, Dec. 16, 1858, 21 Dunlop 124, 3 Macq. 659, *commented on.

In 1752 Edward M'Culloch of Ardwall executed a deed of entail of the lands and estate of Ardwall, the destination being in the following terms:—"To myself; and to David M'Culloch my only lawfull son; and the heirs male of his Body, and the heirs male of their Bodys, which failing to the heirs female of his Body and the heirs male of their Bodys, which failing to Elizabeth M'Culloch my eldest lawfull daughter and the heirs male of her Body and the heirs male of their Bodys, which failing to Jannet M'Culloch my second lawfull Daughter and the heirs male of her Body and the heirs male of their Bodys, which failing to the heirs female to be procreate of the Bodys of my heirs female foresaid, and the heirs male of their Bodys; the eldest heir-female always succeeding without division and excluding all heirs portioners, which failing. . . ."

Walter M'Culloch, who was the last surviving heir-male descended of the body of David M'Culloch, the entailer's son, having died on 25th March 1892, without issue, the succession opened to Mrs. Jameson M'Culloch, as eldest and nearest heir-female of the body of David M'Culloch.

Mrs. Jameson M'Culloch was a great-granddaughter of David M'Culloch, and a niece of Walter M'Culloch.

On 10th July 1894 an action was brought against Mrs. Jameson M'Culloch by the Lord Advocate on behalf of the Commissioners of Inland Revenue for payment of succession-duty calculated at the rate of 4½ per cent.

The pursuer averred that the defender "derived her succession by devolution from her uncle, the said deceased Walter M'Culloch, her predecessor in the lands and estate of Ardwall, and the succession-duty falling to be paid by her is chargeable at the rate of 4½ per cent."

The defender averred "that the heirs-male of the said David M'Culloch became exhausted on the death of the said Walter M'Culloch. The succession then opened to the female line, and the said Mrs. Jameson M'Culloch took as first heir-female. She thus succeeded by disposition from the entailer, the said Edward M'Culloch, as being the first of a new series of heirs, and is liable only in succession-duty at the rate of 1½ per cent.," the entailer being her lineal ascendant.

The defender tendered duty calculated at 1½ per cent.

The pursuer pleaded;—(1) Mrs. Jameson M'Culloch, being a member of the same stirps of the entail as the said Walter M'Culloch, and having taken by devolution from him as her immediate predecessor, is chargeable with succession-duty at the rate of 4½ per cent. as a descendant of his sister.

The defender pleaded;—(1) The defender, the said Mrs. Jameson M'Culloch, having taken the said estate by disposition from the entailer, and not by devolution of law from the said Walter M'Culloch, the defenders ought to assoilzied.

On 6th December 1894 the Lord Ordinary (Wellwood) found that the defender took "the estate . . . by disposition from the entailer, and not by devolution of law, and is therefore liable only in succession-duty at the rate of 1½ per cent.; therefore assoilzies the defender from the conclusions of the summons."

The pursuer reclaimed, and argued;—*Lord Saltoun's* case only decided that *nominatim* heirs took by disposition. The defender here was not named or circumstantially described in the entail. She was one of the stirps which commenced with David M'Culloch, and to which her uncle Walter belonged. The defender and her uncle were both heirs of David's body,—that was, they belonged to the series or class of heirs taking by descent from David. No fresh stirps were introduced by the defender. The entail no doubt fixed in what order the heirs of David should take, but the law had to be appealed to to say which heir was next entitled to succeed in that order. The defender therefore took by devolution of law, and her predecessor was her uncle Walter M'Culloch: *Lord Advocate* v. *Lord Saltoun*, Dec. 16, 1858, 21 Dunlop 124, 31 Scot. Jur. 76, June 7, 1860, 22 Dunlop (H. L.) 12, 3 Macq. 659; *Lord Advocate* v. *Home Drummond*, Nov. 12, 1867, 40 Scot. Jur. 21.

Argued for the defender;—The defender introduced a new stirps or class of heirs. Her uncle belonged to the class heir-male—the defender to the class heir-female. It was a mere accident that there was consanguinity between the last member of the old stirps, and the first of the new. The deed of entail had to be appealed to when Walter M'Culloch died. The law of succession *per se* did not ascertain the next heir. The defender accordingly took by disposition, not by devolution by law: *Lord Advocate* v. *Gordon*, July 19, 1872, 10 Macph. 1015, Lord Benholme at pp. 1022–1023, 44 Scot. Jur. 571; *Lord Advocate* v. *Earl of Zetland*, Dec. 5, 1876, 4 Rettie 199, Lord Neaves, p. 205, Feb. 12, 1878, 5 Rettie (H. L.) 51.

At advising,—

Lord President.—I agree with the Lord Ordinary, and my opinion may be very briefly stated. The question in what cases anyone takes an estate by disposition and in what cases by devolution has been so fully discussed in the three decisions cited by his Lordship, that I do not think it doubtful to which class the present case belongs.

The deed of Edward M'Culloch gave the estate first to David M'Culloch and the heirs-male of his body, and the heirs-male of their bodies. Each heir-male took undoubtedly by devolution of law, the deed having specified the class of heirs and left the law to devolve the estate within that class. Walter M'Culloch, the heir-male just dead, so took by devolution of law. Had he left a son that son would have taken by devolution of law and would have been the successor of Walter in the line of heirs-male of David M'Culloch.

Now, however, Mrs. Jameson M'Culloch takes not because she is heir-male but on the contrary because there are no more heirs-male. Neither does she claim because it is a legal consequence of the destination to heirs-male that she should now take. On the contrary, she points to the deed of Edward, the entailer, which, now that the law has executed his commission

Digitized by Google

to devolve the estate down the line of heirs-male, steps in and starts a fresh line of succession.

To my thinking, the case is just the same as if the heirs-female now called had been the heirs-female of some stranger, who and whose heirs-male had never yet taken at all. Suppose that, instead of going back to David and giving to his heirs-female, the entailer had called the heirs-female of some son or relation or stranger, not hitherto named in the deed,—the heirs-female let us say of some Mark M'Culloch,—they surely would take by disposition. The argument would be merely the extension of *Saltoun's* case from a man named to the heirs (or a particular class of heirs) of a man named. I cannot see how it can make any difference that the new class of heirs are the heirs-female of a man whose heirs-male have been exhausted. In the one case, as in the other, you have to go back to the deed for a fresh start, instead of letting the law work out the line first started.

I am for adhering.

Lord Adam.—I entirely concur. In my opinion this case is conclusively settled by the principles of construction laid down in the previous cases to which your Lordship and the Lord Ordinary have referred.

Lord Kinnear.—I am entirely of the same opinion, for the same reason. The rule laid down in the case of *Lord Saltoun* is that where a successor derives his title by descent, the person through whom he claims as his ancestor is by a reasonable construction of the Act his predecessor, but when the lands are taken not by descent from the person last vest and seised in them, but by operation of the deed by a person who is his heir-general or heir of any particular class through the last possessor, then the settlor must be the predecessor. Therefore, agreeing with everything your Lordship has said, I do not think it necessary to add any further observations.

Lord M'Laren was absent.

The Court adhered.

COURT OF SESSION, FIRST DIVISION.

January 14, 1896.

Religious Tract and Book Society of Scotland, Appellants.
R. S. Forbes (Surveyor of Taxes), Respondent.

23 Rettie, 390.

Revenue—Income-Tax—Profits arising from trade—Trade carried on by religious society—Deductions—Losses not connected with trade—Income-Tax Act, 1853 (16 & 17 *Vict. c.* 34), *s.* 2, *Schedule D—Income-Tax Act*, 1842 (5 & 6 *Vict. c.* 35), *s.* 100, *Schedule D, case* 1, *rule* 3.

A Society whose object was to promote religion by the circulation of tracts and books, carried on the business of booksellers in a shop, and earned profits therefrom. The Society also sold books by colporteurs, but the colportage work could not by itself be carried on at a profit as a commercial undertaking, and the Society was able to continue it only by means of the profits earned in the shop and of voluntary subscriptions. *Held* that the profits earned in carrying on the business of booksellers were trade profits and fell to be assessed for income-tax, and that the losses arising from the colportage agencies did not fall to be deducted therefrom, the colportage being essentially distinct from the bookselling business, and not being of the nature of trade.

This was a case stated for the Religious Tract and Book Society of Scotland by the Commissioners of Income-Tax.

The case set forth the following facts:—"At a meeting of General Commissioners of Income-Tax for the county of Midlothian, held at Edinburgh on 2nd July, 1895:—

"The Religious Tract and Book Society of Scotland appealed against an assessment under Schedule D of the Income-Tax Acts, for year 1894–95 on 532*l.* 12*s.* 6*d.*, as profits derived from bookselling at the Society's Central Depository, 99, George Street, Edinburgh (after deducting 210*l.* 18*s.* 6*d.*, loss on business of the Society's depository at Belfast), on the average of three years to 20th September, 1893.

"The constitution of the Society provides (article 2) that 'the object of the Society shall be, by the circulation of religious tracts and books, to diffuse a pure and religious literature among all classes of the community,' and (article 3) 'This object shall be carried out by the establishment of central and branch depositories and of auxiliary societies and by means of colportage and other agencies.'

"Separate accounts are kept of the receipts and expenditure of each of the depositories and of the colportage department. The accounts for each of the three years immediately preceding the year to be assessed (1894–95) shew a profit on the business of the Edinburgh depository, but a loss on the Belfast depot, and a loss upon the colportage department. The result is, that placing the loss upon the Belfast depot and the colportage agencies against the profit on the Edinburgh depository, there is overhead a considerable loss on the Society's operations, which is only made good by subscriptions and donations from the public. As stated in the annual reports of the Society, the business of the depositories is conducted on strictly commercial principles, no subscriptions being received or sought on their behalf. . . . The following is a statement of the facts admitted by the parties:—

"1. The colportage agencies, the Edinburgh depository, and the Belfast depot, are alike integral parts of the Society's machinery.

"2. The colportage business, estimated by sales, is much larger than that of the Edinburgh depository and the Belfast depot put together. The sales in all three departments are of the same goods, at the same prices, and for the same object; also there is only one stock out of which the salesmen at them all are supplied, and the Society is responsible for the expenses of all the departments alike.

"3. The Society's colporteurs are to a certain extent cottage missionaries, . . . and the directors attach importance to that portion of their work. But this does not represent the chief part of a colporteur's duties. The first instruction put into the hands of every applicant for service as a colporteur, after referring to cottage visitation, declares explicitly that 'as the Society exists to spread the knowledge of the Gospel, and promote the kingdom of Christ by means of the press, and to circulate pure and healthy general literature, a colporteur's chief duty is to sell Bibles and the books and periodicals which are supplied to him.'

"4. The two departments of the Society's work (the depository and the colportage) are alike missionary in character, as stated

Digitized by Google

in the constitution of the Society, and are alike carried on by selling to the public at ordinary retail prices; but the colportage agency could not by itself be carried on at a profit as a commercial undertaking, and required the aid of subscriptions. Before the colportage agencies were added, and when the Edinburgh depository stood alone, even the latter was carried on at a loss, and the Society required and received subscriptions. That depository continued to shew financial loss for many years, both before and after the addition of colportage.

"On behalf of the Society it was maintained that its business, which consists, according to its constitution, of the purchase and sale, from the same stock, and at the same prices, of Bibles, books, and periodicals, at the depository in Edinburgh, the depot in Belfast, and colportage agencies throughout the country, should be treated as a whole, and any loss made on one department should be deducted from profit made in others before striking the balance on which an assessment of income-tax is made.

"In support of the assessment, the Surveyor of Taxes, Mr. R. S. Forbes, maintained that the profits from the business of bookselling, carried on by means of the depositories on strictly commercial principles, could not be distinguished from ordinary profits of trade, and the application of such profits to religious or charitable purposes did not exempt them from assessment. . . . He also maintained that the deficiency on the colportage agencies being due to their expenses as missionary and philanthropic undertakings, and such agencies not being of the nature of trade, losses arising from them could not be set off against profits from the depositories."

The Commissioners were of opinion that the business of the depositories was of the nature of trade, and must be distinguished from the operations of the colportage agencies, that the application of the profits to religious purposes did not exempt them from assessment, also that the loss by colportage agencies could not be set against such profits. They therefore refused the appeal and sustained the assessment.

"The question of law for the opinion of the Court is—In ascertaining whether the Society has earned profits assessable under Schedule D, does the deficiency on its operations in the colportage agencies fall to be set against its profits in the Edinburgh depository?"

The appellants argued;—The business and work carried on by the Society must be regarded as a whole, and the loss arising on one branch must be deducted from the gain arising on another, before profits could be assessed for income-tax: *Last* v. *London Assurance Corporation*, 1884, 12 Q. B. D. 389. The principle contended for by the appellants was recognised by the Inland Revenue, for they allowed the loss on the Belfast business to be deducted from the gain on the Edinburgh business. In the same way the deficiency arising on the colportage business should be deducted. The net result of the whole operations carried on by the Society was loss, the deficit being met by voluntary subscriptions. The Society ought to be exempted from income-tax in any view, for it did not exist for the purpose of making gain in the sense of distributing its profits among its members. It was substantially a charity, and its whole income was devoted to philanthropic work. It should make no difference that profits were earned in a particular department of that work: *Caverse* v. *The Committee of the Nottingham Lunatic Asylum*, [1891] 1 Q. B. 585.

Argued for the respondent;—The bookselling business in the shops was a trade, and was essentially distinct from the work done by the colportage agencies. The latter was in no sense a commercial undertaking. That was clearly shewn by the fact that it required the support of voluntary subscriptions to enable it to be carried on at all. It did not make the profits derived from the bookselling business any the less trade profits that they were entirely devoted to a philanthropic object.

Lord President.—It may be conceded to the appellants that the object of their Society is not that of making profit but the diffusion of religious literature among all classes of the community. But incidental to that large and beneficial purpose they engage in trade, and this assessment proceeds upon the very intelligible theory that the business of bookselling cannot be taxable or not taxable according to the motive of the bookseller. Now, quite consistently in that businesslike view, the Revenue find that this Society has a bookseller's shop in Edinburgh, and a bookseller's shop in Belfast, that it is the same business, and accordingly they allow the loss on the shop in Belfast to be deducted from the gains of the shop in Edinburgh. But then they are moved to bring into the account of this bookselling establishment the accounts of the colportage which is carried on by the Society. Now, the legitimacy of the importation into the account of the colportage must depend entirely on whether it, as well as the shops, is a business, trade, or adventure carried on on commercial principles. It seems to me that the statements in the case entirely negative that view. It appears that the colportage agency could not be carried on at a profit as a commercial undertaking, and is persevered in merely because the Society find that by appealing to the religious public, they are able to obtain subscriptions which enable them to fill up the deficit. When we turn to the methods of the colportage, it appears that they are not commercial methods,—that is to say, that the business carried on is not purely that of pushing the sale of their goods, but that on the contrary the duty of the salesman is to dwell over the purchase and make it the occasion of administering religious advice and counsel. Now, under these conditions, it seems to me to be impossible to hold that this is a business, trade, or adventure which is unfortunately resulting in loss. It is really a charitable mission, in which the sale of the Scriptures is made the occasion for doing something more than merely effecting the sale of books. And accordingly, while I completely assent to the view that the establishment and conduct of the shops and the establishment and conduct of the colportage all rest upon the same ultimate motive, yet at the same time the two operations seem to be essentially distinguished. The shops are simply booksellers' shops, the other is a combination of the sale of books with a missionary enterprise, and therefore I think the judgment is perfectly right.

Lord Adam.—I am of the same opinion. I think this question arises upon the matter of striking the balance-sheet of the trade or business carried on by this Society. If this colportage business be a proper part of the trade or business carried on by them along with the two shops which they keep, then the loss arises from the business, and falls to be taken into account in striking the balance under the first rule of Schedule D. I do not think the case raises any question about loss connected with or arising out of some different concern

Digitized by Google

altogether. Now, I think the Society is carrying on the trade of bookselling. It keeps two shops—I do not care whether you call them depositories or shops—for the sale of books, the one in Edinburgh and the other in Belfast. That being the trade carried on by this Society, the Crown very properly put these two parts of the business of bookselling together, and seeing there is loss on the Belfast shop, they deduct that from the gain on the Edinburgh shop. That is according to ordinary practice. I agree with your Lordship that if a party takes to selling books, it does not matter to the Crown what his object is in doing so—whether it is to put profit in his own pocket, or, having made profit, to expend it in charity or donation. It makes no difference therefore in this case what is the object with which these two shops are carried on, or the purpose for which the Society expend the profits made in these shops. I think the true question is, whether this colportage system to which the profits of the shops are applied is or is not part of the trade of bookselling carried on by the Society. Now, this colportage system is not a commercial system at all. It is not carried on for the purpose of making profit. It is not carried on as a trade speculation, because, as we are told in this case, it could not be carried on at a profit. It appears to me to be a very remarkable trade, as to which those who carry it on admit that they could not possibly make any profit out of it. That shews clearly that it is not carried on as part of the business of bookselling; but the Society carry on the business of bookselling for the purpose of making profit, and having made profit, they expend it on the charitable purpose for which the Society exists, namely, the sale of books by colporteurs.

Lord M'Laren.—This Society, as we are informed, is constituted for the purpose of promoting the circulation of the Scriptures and of religious books, and its objects are carried out in two ways,—first, by keeping retail shops in Edinburgh and Belfast for the sale of their books, and secondly, by sending colporteurs about the country for the purpose of bringing the Bible and religious publications to the homes of the poor. It is stated that the shops if taken together are carried on at a profit, but that the colportage business results in a loss, and, as I read the case, it results in an intentional loss, because there is one element which appears to me to be decisive of this case, and that is, that not to meet an occasional loss, but as part of the system on which the Society's operations are carried on, the public are appealed to for subscriptions to make up so much of the loss arising on the colportage business as is not covered by the profits arising on the shop sales. Now, in their reports as stated in the case the Society disclaims the intention of asking the public to contribute towards meeting loss or reduced profits upon their proper commercial business, and one understands the reason why this disclaimer should be entered in the Society's reports, because it is unlikely that the public would contribute money in order to allow the Society to undersell other dealers. But the subscriptions are asked expressly to meet the loss arising on the colportage business, which is of a combined missionary and charitable character. It appears to me therefore that these two branches of the Society's operations cannot be identified as one and the same trade, adventure, or concern, and therefore that under the third rule for estimating profits under Schedule D the Society is not entitled to set off the loss arising from the colportage business in reduction of the profits upon which they fall to be assessed for their com[illegible] mercial business. The two being clearly separable, I thin[illegible] income-tax is payable upon the remunerative part of th[illegible] Society's business.

Lord Kinnear.—I agree with your Lordships. I think th[illegible] the Society carries on the business of booksellers in Edinburg[illegible] and Belfast, and that their operations in disseminating boo[illegible] by the system of colportage do not constitute a trade, adventu[illegible] or concern in the nature of a trade at all, but form one of th[illegible] purposes to which the profits derived from their trade of boo[illegible] sellers are applied. I agree that it is entirely in accorda[illegible] with this distinction, and very significant, that they say th[illegible] carry on their trade of booksellers on purely commerci[illegible] principles, and do not seek or receive the aid of subscripti[illegible] for the purposes of that business, but on the other hand th[illegible] they do ask and obtain subscriptions, most legitimately, in [illegible] of the purpose to which their profits are applied.

The Court answered the question in the negative, affirm[illegible] the determination of the Commissioners, and sustained [illegible] assessment.

COURT OF SESSION, FIRST DIVISION.

March 9, 1895.

Benjamin Corke (Surveyor of Taxes for the County of Ay[illegible] Appellant.
Rev. Samuel Campbell Fry, Respondent.

22 Rettie, 422.

Revenue—Income-tax—Abatement—"Income"—Established Ch[illegible] —Manse—Income-Tax Act, 1842 (5 & 6 *Vict.* c. 35), *s.* 167, *Schedu[illegible] and E—Customs and Inland Revenue Act*, 1876 (39 & 40 *Vict.* c. 16),

In a question between a parish minister and a surveyor of ta[illegible] *held* that the minister of a parish is entitled to let his manse.

The Customs and Inland Revenue Act, 1876, s. 8, allows an a[illegible] ment from income-tax to a person assessed when "his total in[illegible] from all sources" is less than 400*l.* *Held* that the annual value [illegible] manse occupied by a parish minister fell to be reckoned as "inco[illegible] of the minister in the sense of the above section, in respect th[illegible] was entitled to make it a source of revenue by letting it.

Tennant v. *Smith*, March 14, 1892, 19 Rettie (H. L.) 1, [illegible] A. C. 150, and *Inland Revenue* v. *Sutherland*, March 20, [illegible] 21 Rettie, 753 (p. 113, *ante*), *distinguished.*

At a meeting of the Commissioners of Income-Tax for Ge[illegible] Purposes held at Ayr on 4th December, 1894, the Rev. Sa[illegible] Campbell Fry, minister of the parish of Girvan, app[illegible] against an assessment made upon him under Schedule [illegible] the Income-Tax Acts for the year 1893-1894, and claimed [illegible] abatement allowed in respect of incomes under 400*l.* by [illegible] Act 39 & 40 Vict. c. 16, s. 8.

The Surveyor of Taxes objected, on the ground that Mr. [illegible] income, as in a question of abatement, was over 400*l.*, in re[illegible] that there ought to be included in it the annual value of [illegible] manse, which the Surveyor stated to be 30*l.*, making a [illegible] assessable income of 407*l.*

The Commissioners sustained the appeal on the authori[illegible] the case of *Inland Revenue* v. *Sutherland* (March 20, [illegible]

Digitized by Google

21 Rettie, 753, p. 113, *ante*), being of opinion that as a parish manse was provided for the incumbent to enable him to discharge the duties of his office, and was therefore not a right capable of being turned into money, the annual value of the manse was not to be held as part of Mr. Fry's income, and they therefore allowed the abatement.

The Surveyor obtained a case for the opinion of the Court of Exchequer.

The Lord Ordinary in Exchequer (Wellwood), on the motion of the parties, appointed the case to be heard by the First Division. The question of law was whether the annual value of the manse, the same being a parish manse, was to be reckoned as part of Mr. Fry's income for the purposes of a claim of abatement under the Act 39 & 40 Vict. c. 16, s. 8.

The facts stated in the case were:—"(1) The Appellant is minister of the parish of Girvan, which is a rural parish, and his whole income, apart from the annual value of the manse, was ascertained to be as under, it being all duly charged to income-tax. Stipend paid by heritors, 319*l.* 15*s.*, glebe rents and feu-duties, 77*l.* 5*s.*—in all, 397*l.* Less expenses in terms of Act 16 & 17 Vict. c. 34, s. 52, 20*l.* = 377*l.* (2) The Appellant was entered in the Valuation-roll as owner and occupier of the manse at the annual value of 30*l.*, and is assessed as such for local rates. He was assessed to income-tax, Schedule A, on 30*l.* as the annual value of the manse, in addition to the above net income of 377*l.*"

Argued for the Surveyor;—The Commissioners had decided this case on the authority of *Sutherland* (*Inland Revenue* v. *Sutherland*, March 20, 1894, 21 Rettie, 753, p. 113, *ante*). But that case was quite distinguishable from the present. There the Free Church minister had only a right to personal residence, and could not let his manse, the title to which was in trustees. In the present case Mr. Fry could let his manse: *Heritors of Aberdour* v. *Roddick*, Dec. 14, 1871, 10 Macph. 221. He could therefore derive money's worth by such letting. That was the test: *Tennant* v. *Smith*, March 14, 1892, [1892] A. C. 150. A parish minister had been called an official liferenter and also a proprietor: *Roddick*, *supra*, *per* Lord Justice-Clerk Moncreiff, at p. 225; *Presbytery of Selkirk* v. *Duke of Buccleuch*, Nov. 9, 1869, 8 Macph. 121, *per* Lord Neaves, at p. 131, 42 Scot. Jur. 55. So far as the Tax Acts were concerned he was proprietor of the manse. Under the old statutes parish ministers were liable to pay taxes on their manses and glebes: *M'Lea* v. *Walker*, April 7, 1819, 1 Bligh, 535. The only exemption was relief from poor-rates: *Gibson* v. *Forbes*, June 4, 1852, 1 Macq. 106. Manses and glebes were treated in the same category as belonging to the parish minister by the institutional writers (Stair, ii. 3, 4; Ersk. ii. 3, 8). A parish minister could not be compelled to reside in his manse: *Heritors of Pitsligo* v. *Gregor*, June 18, 1879, 6 Rettie, 1062, *per* the Lord President, at p. 1064. The heritors were not the proprietors of the manse. Their only interest was to see that the fabric was not injured. The presbytery of course had the duty entrusted to them of having the cure properly served, but they had no title to control the minister in his use of the manse. A parish minister was subject to assessment "as proprietor and occupier," *qua* liferenter of his manse and glebe in the sense of the Valuation Act: *Cowan* v. *Gordon*, July 9, 1868, 6 Macph. 1018, *per* Lord President, at p. 1024, 40 Scot. Jur. 597. The determination of the Commissioners ought therefore to be reversed.

Argued for the respondent;—The case of *Sutherland* (*Inland Revenue* v. *Sutherland*, March 20, 1894, 21 Rettie, 753) ruled the present. A parish minister was not proprietor of a manse. He had only a limited right during his life. *Roddick's* case (*Heritors of Aberdour* v. *Roddick*, Dec. 14, 1871, 10 Macph. 221) was only an authority for the proposition that a parish minister could let his manse for two months in summer. *Tennant's* (*Tennant* v. *Smith*, March 14, 1892, [1892] A. C. 150, *per* Lord Chancellor, at p. 161) case also supported the view contended for by the respondent. The manse was therefore not an income-producing subject. It was of no moment that the minister was assessable under Schedule A. Section 167 was not directly applicable to this case, as there was no direct incorporation of that section in s. 8. The determination of the Commissioners was therefore right.

The following judgments were pronounced:—

Lord President.—The Rev. Samuel Campbell Fry, minister of the parish of Girvan, claims an abatement from Income-tax under 39 & 40 Vict. c. 16, s. 8, on the ground that his income is less than 400*l.* It is answered by the Crown that, if the value of the manse be taken into account, as part of his income, that income is over 400*l.* The question we have to decide is whether the value of the manse is to be taken into account in ascertaining the minister's total income from all sources.

He has been assessed under Schedule A in respect of the manse. I do not regard this fact as conclusive against him in the present question. As occupier he is liable to have the duty under Schedule A charged on him in the first instance. But then it is quite certain that, in his case, there is no one from whom he can claim or retain payment of the tax paid by him under Schedule A. Whether he be owner or not, it is quite certain that no one else is.

It appears to me, however, that for the purposes of the present question he is the owner. I think his right is not merely a right of personal residence, but that it could be turned into money.

An examination of the statutes on which the minister's right to a manse rests shews that the manse pertains to the minister during his incumbency; and the statutory restrictions against grants of the manse by setting in feu or in tacks to the prejudice of successors seems to imply that the minister's right in the manse would include such settings as were not to the prejudice of successors. It is to be observed also that the statutes treat the manse as being in the same position as the glebe, so far as the minister's rights are concerned. Now, it is not doubtful that glebes are constantly let. It is quite true that, on the other hand, manses are not in practice let, except occasionally in summer, but this would seem to be due to social convenience, and perhaps a sense of fitness. The case of *Roddick* did not completely decide, but it tested, the question which I am now considering; and, if the question was not decided, this was because there was no occasion for it.

There are indeed two checks upon the exercise of the minister's rights. The one is his duty to be present to serve the cure, a duty enforceable by his ecclesiastical superiors. But then this duty may be performed without living in the manse, for a minister might have, or might choose, some other residence within the parish. I am not aware that, if he did so, the presbytery could interfere, on the ground that it is an ecclesias-

Digitized by Google

tical duty to live in the manse. The other check to which I have referred is on the part of the heritors, who are entitled to see that nothing is done unduly to deteriorate the fabric of the manse. Here, however, their interest ends. Now, letting to a good tenant does not necessarily imply any greater wear and tear of the manse than the minister's own residence does.

The decision of the Commissioners seems very neatly to express what I consider the fallacy of the minister's argument. It is true that the manse is provided for the incumbent to enable him to discharge the duties of his office, but it does not follow that his right is not capable of being turned into money.

The conclusion to which I come is that the minister's right to the enjoyment of the manse is one part of the benefice, and that he can turn it into money. Accordingly, the case seems to me to fall within the rule laid down by Lord Chancellor Halsbury in *Tennant* v. *Smith*, [1892] A. C. at p. 154. The recent case of *Inland Revenue* v. *Sutherland*, 21 Rettie, 753 (p. 113, *ante*), is, in my opinion, completely different to the present. There the ground of judgment was that, on the face of the title to the manse (which was that of a dissenting church), the minister had merely a right of residence, the property being in the trustees, and that he had no right to let. His right to the manse, therefore, could not have been turned into money.

An argument was rested by the Crown on sect. 167 of 5 & 6 Vict. c. 35. My view is that that section does no more for the present case than rule that if lands fall to be computed as part of income for the purpose of exemption, their value is to be taken to be the sum at which they are assessed under Schedule A.

I am of opinion that the determination appealed against is wrong.

Lord Adam.—The question here is whether the respondent Mr. Fry has proved that the aggregate annual amount of his income is less than 400*l*. Now, if he has established that, he will be entitled to a certain abatement. He is assessed under Schedule A as proprietor of the manse, as being a valuable subject, and the question in this case is whether the sum in respect of the manse is to be taken into consideration in determining the amount of his income, with a view to whether or not he is to be entitled to an abatement. The case of *Tennant* v. *Smith*, [1892] A. C. 150, 19 Rettie (H. L.) 1, was that of a bank clerk who occupied a free house. He was bound to occupy the house, and could not let it. The House of Lords came to the conclusion that, in such a case as that, the value of the house was not to be taken into consideration, and they laid down the principle that it was only money, or what was money's worth, that was to be taken into consideration in determining such a matter as this. In that case it was the bank who was assessed under Schedule A, and the bank agent was not assessed at all, either under Schedule A or Schedule B. Then came the case of *Inland Revenue* v. *Sutherland*. That was the case of a Free Church minister, who was assessed as occupier under Schedule A, being a step nearer this case than the case of *Tennant*. But it appeared on the facts that he was not in fact proprietor, that the trustees of the Free Church were the proprietors of the manse, and they relieved him of the assessment. The turning point in that case was that the minister could not let his manse; he was bound by the terms on which he held it to use and occupy it personally. These were the conditions on which he possessed it. In that case, again, it was held that it was not a case where value could be converted into money, and therefore that the value was not income, and was not to be taken into consideration in the question of ascertaining the aggregate amount of the gentleman's income.

This is the case of a parish minister, who, in like manner, occupies a manse, and the question, it appears to me, is whether the right which he has to this manse—to occupy or dispose of this manse—is convertible into money so as to be treated as income or money's worth; I think that that is the question. I think practically that comes back to this, can he let it, or must he occupy it, as in the previous cases?

Now, it may not be very easy to define the exact nature of the minister's right to the manse. It is not, of course, that of absolute proprietor, but there is nobody else in existence who can be treated as owner or proprietor of the manse. That is his position with reference to the manse. With the exception of the heritors, who can interfere as regards the fabric of the manse, there is nobody who can interfere with his use and administration of the manse, or prevent his using and enjoying it as he pleases. Now, in the case of *Roddick*, to which your Lordship has alluded, it was substantially held that the heritors had no title to interfere with the administration of the manse on the part of the minister, except in so far as their own interest was concerned,—that is, that the minister was not entitled to do anything that could injure the fabric. Their obligation extends merely to the fabric, and if the act of letting was not such as to impair or injure the fabric, they are not entitled to interfere with the parish minister letting his manse. Subject to that condition, that there shall be no injury to the fabric, I do not see that the heritors have any title to interfere with it. Then the only body that may interfere in the matter is the presbytery, but it appears to me that this is not a matter which they have anything to do with. The presbytery are not proprietors of the manse. They have no title to the manse any more than to the glebe, and it appears to me that, so long as the minister resides in the parish, and gives no cause of complaint as to the way in which he performs his ministerial functions in the parish, the presbytery have no right to say to him,—"You shall not let the manse, or you shall not do this, that, or the other thing to the manse." Therefore, that being the position, as it appears to me, of a minister of the Established Church, I think this case is quite different from the case of *Inland Revenue* v. *Sutherland*, where the occupant of the manse was bound to occupy it personally in the discharge of his duty. So far as I can see, there is no such personal obligation on the part of a minister of the Established Church. Now, as your Lordship pointed out, we may take the case of a glebe. So far as I can see, the right of the minister to his glebe and the right of the minister to the manse stand in the same position, and everybody knows that glebes are constantly let. Of course he cannot let the manse or the glebe beyond the period of his own incumbency, but I think it would be difficult to distinguish between the right of the minister to let his glebe and the right of the minister to let his manse. Nobody has any right to interfere in the matter. Therefore, I think that the case of *Inland Revenue* v. *Sutherland* is distinguishable from this, and that the Crown are right in saying that the 30*l*. for which this parish minister is assessed is value, and that that value is capable of being converted into money, and treated therefore as

Digitized by Google

money's worth going to swell the aggregate amount of his income. That being so, it is not necessary to decide any question of the construction of the 167th section, but the argument was maintained to us, as I understood, that, on the construction of the 167th section, in the case of a particular individual who was claiming a deduction from his alleged aggregate income, the mere fact that he was assessed under Schedule A or Schedule B made it imperative that the sum so assessed should be taken as part of his income. I do not think that that is the proper interpretation of sect. 167. I think it is dealing with money and income only, and is determining nothing whatever as to what shall be taken to be income. It says that the annual value of lands, and so on, in the occupation of any person claiming exemption shall be estimated, for the purpose of ascertaining his title to such reduction, under Schedule A, but that is assuming a case where such value is income, and is to be taken into consideration. In the case of *Sutherland*, the Court were of opinion that the annual value in regard to the tenant in question was not income.

On the grounds I have stated, I think we should answer the question in the affirmative.

Lord M'Laren.—The condition of any claim to abatement of income-tax as defined by statute is that the person claiming abatement must be able to shew that his income from all sources is under 400*l.* a-year. When the case of *Tennant* v. *Smith* was considered in this Court, there was a difference of opinion as to the construction of the clause. I was one of those who thought that, as no definition was given of the word "income," we ought to consider that the criterion of exemption was the ability of the person assessed to contribute to the revenue of the country, and that if he had a house provided for him free of rent, that would be the equivalent of income within the meaning of the clause. But on appeal that principle of interpretation was held to be erroneous, and it was very forcibly pointed out that in this, as in all questions arising under the Revenue Statutes, we must give to words that are not defined their ordinary and customary meaning; and in the view of their Lordships nothing was to be considered as income except what represented value in money,—that is, either money or something that was equivalent to money, because it could be converted into money, and the proceeds expended in any way that the taxpayer pleased. Another criterion was indicated in the opinions of two of their Lordships, that, in the particular case, the right of occupation of the bank-house was not a right for which the bank-agent could be assessed under any of the schedules of the Income-Tax Act. Now, it is plain enough that these two elements are not identical. There may be cases, —as for instance the case of a person who receives an allowance from his father,—where the sum is certainly not assessable under any clause of the Income-Tax Act, and yet it represents income which the man is free to expend as he pleases. And, conversely, there are such cases as that of a person who has a liferent of a house under a trust or settlement, which he is, by the terms of the deed, precluded from letting. There again, his right is not value in money, because he cannot let it, and yet he would undoubtedly be subject to assessment under Schedule A, and without relief from any other party.

Now, the distinction between the present case and the case of *Sutherland*,—which no doubt in their circumstances have a great resemblance,—is that in the case of *Sutherland* neither of the tests indicated in the judgment of the House of Lords when applied to the case would make the Free Church clergyman liable, because we found that under the terms of the trust which defined his right to his manse or residence, he was only entitled to have the use of the house for his personal occupation, and also that he was not ultimately liable under Schedule A, because the conditions of his appointment entitled him to have his taxes paid for him by the congregation. Now, in the present case, I think that both these criteria apply. A parish minister holds by a somewhat peculiar title. He has been called an official liferenter, because he has the liferent of an official residence which is given to him primarily to enable him to discharge the duties of the benefice. But I agree with your Lordships that, while that is the nature of the right to the manse, yet the title of the minister is such that he has power to let the manse, if he finds that he can do so consistently with the discharge of his duties, and, for example, I cannot doubt that, in a town where the manse is considered by the minister to be inconvenient or unsuitable, he is well entitled to let it and to provide himself with a residence elsewhere at his own expense. There being nothing in the tenure, and no law or decision of the Courts prohibiting the minister from letting his manse, it follows, in my apprehension, that he is entitled to let it. But, then, I also think that this must be regarded as property which is assessable under Schedule A in the hands of the minister without relief, and that circumstance, although not necessarily decisive, ought to make the possession of, or benefit derived from the manse, income in the sense of this exempting clause. No one who derives a benefit from land such as renders him liable to assessment under Schedule A can say that that is other than income which must be taken into account in estimating the total amount of his assessable income.

I have only to add that I agree with your Lordship's opinion, which I think contains the complete argument on the case, and what I have added is only for further illustration.

Lord Kinnear.—I am of the same opinion. The question is, whether the minister's income from all sources is less than 400*l.* a-year, and that depends upon whether his right and interest in his manse is income in the sense of the statutes.

Now, the expression, "total income from all sources," which is what we have to construe, is explained by Lord Macnaghten in the case of *Tennant* v. *Smith*. His Lordship says,—"It certainly means more than income properly so described—it includes more than 'profits and gains' chargeable under the last three schedules of charge. It includes the annual value of property chargeable under Schedule A, and the annual value of the occupation chargeable under Schedule B. The Income-tax code (5 & 6 Vict. c. 35, s. 167, and 16 & 17 Vict. c. 34, s. 28), contains express directions for estimating and calculating these values for the purpose of ascertaining the title to abatement when relief by way of abatement is claimed." Now, it is not disputed that the appellant is liable, without relief against anyone else, to pay the duty under Schedule A in respect of his manse. If that be correct, then it appears to be already determined that his interest in the manse is assessable in the sense explained by Lord Macnaghten. The case, therefore, is altogether different from the case of *Tennant* v. *Smith*. The question there was whether a bank-agent, who occupied rent

Digitized by Google

free premises in the bank as a residence, was bound to take the advantage so derived into account in estimating his total income from all sources. He was neither proprietor nor occupier within the meaning of Schedule A or Schedule B. The bank alone was chargeable under Schedule A and liable to pay duty. The question, therefore, was in effect whether the Crown, after receiving the proper duty from the bank itself, was entitled to something more in respect of the benefit derived by the bank-agent from his residence. The case for the Crown was that this advantage was income chargeable not under Schedule A, for the duty under that schedule was payable by the bank alone, but under Schedule E, or, at all events, under Schedule D. It was held by the House of Lords that a mere privilege of residence in a house in which the appellant had no property of any kind, and which was not convertible into money, did not fall under either Schedule E or Schedule D. But then it is not maintained in the present case that the minister's right and interest in his manse is chargeable by virtue of either of these schedules. It is said to be chargeable by virtue of Schedule A, and therefore that it ought to be taken into account as income properly charged under that schedule. If that be sound then the position of the minister does not resemble that of the bank-agent, but rather that of the bank itself in the case of *Tennant* v. *Smith*. But then it is said that the right in the manse is a mere right of residence by virtue of an office, and therefore that it is not to be taken into account. That, I think, might have raised a question of difficulty and of general importance if the grounds of the appellant's claim to be treated as a mere resident, with no assessable right or interest, had enabled him to carry his argument to its legitimate conclusion, and to say that the manse was not assessable in any shape under the Income-Tax Acts. But then it is quite clear that it is the right and interest of the minister, and of no one else, that is assessed under Schedule A. It is not pretended that there is any right of property in any other person except the minister which could be so charged. But it seems to me clear enough that the Crown could not possibly have charged the minister, if his right and interest were not in its own character assessable, upon the mere ground that they could find nobody else to charge; and accordingly it was not maintained for the appellant that the assessment made upon him in respect of the annual value to him of his manse was not correctly made, or that he was not liable to pay duty. This would not be conclusive if it could be said that although he had been made to pay as occupier the assessable interest was really vested in someone else. But that is not said. We are asked to dispose of the case on the hypothesis that he has been rightly assessed to income-tax on 30*l.* as the annual value of the manse to him, and that he has no relief against that burden. Well, if that be so, it appears to me that that annual value, on the grounds explained in the opinion of Lord Macnaghten, is part of his income from all sources, to be taken into account in estimating his claim for abatement. I have no doubt that the concession of the minister's liability to assessment rests upon the grounds which your Lordships have fully explained in expounding the legal character of the minister's right to the manse, because it appears to me that the question whether his residence is assessable or not necessarily depends on the legal character of the right and not upon the actual uses which, in practice, he may or may not generally make of it. It may be that, in the ordinary execution of his duty, the minister may very seldom find it necessary or proper to let his manse. The question is, whether his legal right and interest in the manse enable him to let it, if it were otherwise proper and convenient for him to do so. On that point I agree with your Lordships.

The Court reversed the determination of the Commissioners, and sustained the assessment.

COURT OF SESSION, FIRST DIVISION.

March 20, 1895.

The Lord Advocate, Pursuer (Respondent).
Mrs. Elizabeth Robertson, Defender (Reclaimer).

22 Rettie, 568.

Revenue — Account-duty — Succession-duty — Policy of assurance — Premiums — Customs and Inland Revenue Act, 1889 (52 *Vict. c.* 7), *s.* 11.

The Customs and Inland Revenue Act, 1889, sect. 11, enacted that account-duty should be chargeable upon money received "under a policy of assurance effected by any person dying on or after 1st June, 1889, on his life where the policy is wholly kept up by him for the benefit of a donee, whether nominee or assignee, or a part of such money, in proportion to the premiums paid by him, where the policy is partially kept up by him for such benefit."

Held (*reversing* judgment of Lord Wellwood) that the section did not apply to policies assigned to a donee, and thereafter wholly kept up by him.

Revenue — Assurance policy — Succession-Duty Act, 1853 (16 *&* 17 *Vict. c.* 51), *ss.* 2 *and* 17.

The Succession-Duty Act, 1853, s. 2, enacted that every disposition of property, by which any person shall become beneficially entitled to any property upon the death of any person dying after the commencement of the Act, shall be deemed to confer a "succession." Sect. 17 enacted that no policy of insurance on the life of any person shall create the relation of predecessor and successor between the insurers and assured, or the insurers and the assignee of the assured, but that any disposition of the moneys payable under such policy, if otherwise such as in itself to create a succession within the meaning of the Act, shall be deemed to confer a succession.

A father who had for many years paid the premiums upon policies of assurance on his own life, assigned the policies, seven years before his death, gratuitously, but absolutely, to his daughter, who, from the date of the assignation, kept up the policies by herself paying the premiums. Upon the father's death the Crown maintained that the assignation of the policies disposed of the moneys payable under them, so as to create a "succession" in the sense of sect. 17 of the Succession-Duty Act, 1853, and to make the daughter liable for succession-duty.

Held that the assignation of the policies did not confer a "succession" upon the assignee, but merely enabled her, if she chose, to acquire the amount of the assurance if she continued to pay the premiums during the life of the assured.

On 21st February, 1840, James Fleming, merchant, Cupar, effected a policy of assurance on his own life for the sum of 300*l.*, and upon 9th April, 1860, he acquired right by assignation to a policy for 250*l.*, which had been effected upon his life on 4th December, 1840, by David Landale and William Drummond.

Digitized by Google

These policies were kept up, and the premiums thereon regularly paid by him until 29th September, 1883, when he assigned both the policies gratuitously, but absolutely to his daughter Mrs. Elizabeth Robertson. After that date, and until his death, which took place on 18th February, 1890, the policies were kept up by Mrs. Robertson, who paid all the premiums as they fell due.

On 4th July, 1894, the Lord Advocate, on behalf of the Inland Revenue, raised an action against Mrs. Robertson and her husband to have her ordained "to deliver to the Commissioners of Inland Revenue a full and true account, verified by oath and duly stamped, of the moneys received by her under" the policies, "or of part of such moneys received by the said defender as aforesaid in proportion to the premiums paid on account of said policies by or for the said deceased James Fleming"; or alternatively to the conclusion for account stamp-duty, to have her ordained to pay such sum as might be ascertained to be the amount of succession-duty and interest payable in respect of the moneys payable under the policies of assurance, or part thereof, to which she became beneficially entitled on the death of her father.

The pursuer founded upon the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), s. 38, the Customs and Inland Revenue Act, 1889 (52 Vict. c. 7), s. 11 (1), and the Succession-Duty Act, 1853 (16 & 17 Vict. c. 51), s. 2, and pleaded;—(1) The said policies having been gratuitously assigned and kept up by the assured for the donee, the moneys recovered in virtue of the assignation are liable, in whole or part, to account-duty, and the pursuer is entitled to decree as concluded for, with interest and expenses. (2) Alternatively, the said assignation having conferred a succession within the meaning of the Succession-Duty Act, 1853, the proceeds of the policies are chargeable with succession-duty, and decree, therefore, with interest and expenses, ought to be given.

The defenders pleaded;—(1) The said James Fleming having absolutely divested himself of the said two policies of assurance during his lifetime, they did not belong to him or form estate of his at the time of his death. (3) The terms of the Act 52 Vict., c. 7, s. 11, sub-s. 1, being inapplicable to the circumstances of the present case, the defenders are not liable in payment of account stamp-duty and interest, as concluded for. (4) The defenders not having taken a "succession" upon the death of the said James Fleming, in terms of the Act 16 & 17 Vict., c. 51, s. 2, they are not liable in payment of succession-duty and interest, as alternatively concluded for.

On 12th December, 1894, the Lord Ordinary (Wellwood) pronounced this interlocutor:—"Finds that the moneys received by the defender Mrs. Robertson under the policies of assurance assigned to her by the late James Fleming are liable to account-duty, in the proportion which the premiums paid thereon by the said James Fleming bear to the whole premiums paid on the said policies: Therefore ordains the defender to put in an account, verified by oath and duly stamped, of such proportion of the said moneys."

The defender reclaimed, and argued;—1. The scheme of the Act of 1881 was that account-duty could only be levied, with the single exception contained in sect. 38 (2) (*c*) upon goods *in bonis* of the deceased at the time of his death. But here the deceased had seven years before his death parted absolutely with all his interest in the policies in question.

In order that the Act of 1889 should apply, it was necessary that (1) there should be a donation, (2) a donee designated, and (3) that thereafter the donor should keep up the policies for the donee, wholly or partially. Now, after the donation the donor had contributed nothing, and before the donation he had not designated his daughter as donee when he made the payments. 2. No "succession" in the sense of the 1853 Act was conferred on the daughter. The assignations only placed it in her power to acquire the amount of the assurances if she continued to pay the premiums during the lifetime of her father.

Argued for the pursuer;—1. The object and purpose of the Act of 1889 was to bring within the sweep of the Death Duties Acts gratuitous gifts which were not in terms covered by the Act of 1881, and in which, while the granter professed to make an out-and-out gift, he really reserved the beneficial interest to himself. That interest, necessarily from the peculiar nature of a policy of assurance, did not accrue to the assignee or donee until the donor's death. The question was to whose money was the payment under the policies attributable. True, it was the result of payments by the donee after the assignation, but the policies had been "partially kept up for the benefit of the donee" in respect of the donor's payments before the assignation. The Act did not say that it was only payments by the donor after assignation that were to be reckoned. The words "for benefit of" meant "resulting to the benefit of," and therefore all payments by the donor, which as their result kept up the policy for the benefit of the donee, must be taken into account. The first payment of premium by the donor contributed to the keeping up of the policy just as much as the last. It followed then that the charge extended to a part of the money received under each policy in proportion to the premiums paid by the deceased (Norman's Digest of the Death Duties, p. 258). 2. The assignation of the policies disposed of the "moneys payable" under them so as to create a "succession" under the Act of 1853. At all events the succession-duty was under the Act chargeable on a part of the sum received under such policy in proportion to the premiums paid by the deceased (Hanson on the Probate, Legacy, and Succession-Duties, p. 294).

The following judgments were pronounced:—

Lord President.—The primary plea of the Crown, on record and in debate, is founded on the 11th section of the Customs and Inland Revenue Act, 1889.

The money sought to be charged was received under policies of assurance on the life of James Fleming, who died on 18th February, 1890. Three other dates are to be noted. The policies in question were effected in 1840. From that year, in the case of the one of these policies which was effected by himself, and from 1860, in the case of the other which, originally effected by another person, was acquired by him in that year, down to 29th September, 1883, Mr. Fleming kept up the policies by payment of the premiums. At that last-mentioned date, however, he gratuitously assigned both policies to the defender, Mrs. Robertson. From that time down to Mr. Fleming's death, the policies were kept up, not by Mr. Fleming but by the defender, who paid the premiums as they fell due.

These are the facts, upon which the Crown maintains that this is a case in which the policies were partially kept up by the deceased for the benefit of a donee, and accordingly that

Digitized by Google

the charge extends to a part of the money received under each policy in proportion to the premiums paid by the deceased. The question in dispute is whether the policies were partially kept up by the deceased for the benefit of the defender.

It was conceded in argument by the defender that the section is not confined to the case in which the last premium before the death has been paid partly by the deceased and partly by a donee; that the section takes a longer retrospect and regards a series of premiums, some of which have been paid by the deceased and some by the donee. This view of the section is supported, if not compelled, by the use (in the section) of the plural "premiums," and at all events it was common to both sides of the bar.

There remains, however, the question whether the policy must be held to have been kept up by the late Mr. Fleming during the period previous to the assignation for the benefit of the defender. In the case of the one policy this means a period of forty-three years; in the case of the other a period of twenty-three years. Now, there is nothing whatever to shew that, in point of fact, the benefit of the defender was in Mr. Fleming's thoughts when he paid his premiums during all or any part of this period; and indeed the Crown have not thought it necessary to say when the donee came into existence. The argument of the Lord Advocate was that it was enough that, in the end, the resulting benefit was to the donee.

I cannot adopt this view. It gives no effect at all to the words "for the benefit of the donee," and reads the clause exactly as if they were not there. The section as it stands presupposes a donation, plainly intended, as by nomination, or already effected, as by assignation. There must be a donee designated, in order that the keeping up of the policy may be held to be for his benefit. This, I think, is the fair reading of the section, and the result seems to be highly reasonable. Up to the time of the assignation, the policies in question were absolutely the property of Mr. Fleming, and the moneys paid by him by way of premiums were applied simply towards creating or preserving an asset of his estate. If, at the date of the assignation, he chose to give that asset away, as he did absolutely, *inter vivos*, I can see no reason, founded in the provisions of the Act of 1881 and 1889, why any part of that gift should be charged with duty. I am, therefore, unable to agree with the Lord Ordinary.

In leaving this branch of the case, it may be noted that the defender did not maintain that the section founded on had no application to the second of the two policies, by reason that it was not effected by Mr. Fleming on his own life but was effected by a third party.

The Crown's claim was alternatively rested on the 2nd and 17th sections of the Succession-Duty Act, 1853. The argument was, and looking to the terms of sect. 17 must be, that the assignation of these policies disposed of the moneys payable under them so as to create a succession within the provisions of the Act. Did the assignation, then, dispose of the moneys payable under the policies so as to create a succession? To take the case in hand, the assignation was in 1883 and the death in 1890. The assignation of itself gave no right to the moneys; it merely enabled the defender, if she chose (as she did), herself to go on paying the premiums during the life of the assured, and so to acquire the moneys. I do not think, therefore, that the claim of the Crown under the Succession-Duty Act, 1853, can be supported. Indeed the manner in which that statute w made to work out, according to the Crown's argument, atte the unsoundness of that argument. Alive to the rather startli results of their claim to succession-duty on a fund larg created by the alleged successor, the Crown have argued th succession-duty might be paid on a part instead of on t whole. Now, the system of making account-duty charge on a part of the sums in the policies in proportion to t premiums paid by the deceased was first introduced by the A of 1889; and for the application of this proportional system succession-duty under the Act of 1853 I can discover no warr whatever in that statute. I am aware that it is suggested Mr. Hanson's book, but I think the suggestion is to be regarded really a hint for future legislation, which was acted on in 18

I am for recalling the interlocutor of the Lord Ordinary assoilzieing the defender.

Lord Adam.—I concur. I confess I have never been abl understand in this case how a policy of insurance could be k up for the benefit of a donee when no donee was in existe To my mind that is a very clear proposition, and I there cannot agree with the Lord Ordinary. His view seems to that from the moment a policy of insurance is taken out person who takes out the policy keeps it up not only for own benefit but for some possible donee at some future ti although such a donee should never be thought of or come existence at all. That is an untenable proposition. I th therefore with your Lordship, and differing in that view f the Lord Ordinary, that this clause only applies where a po is wholly or partly kept up by the donor after the date of assignation. Now, in this particular case, it is the fact this policy, since the date of this assignation, has never b kept up by the donor at all; the whole premiums have b paid by the donee, and therefore the case does not fall wi the section.

As to the meaning of this latter part of the clause, the qu tion, how the proceeds of the policy are to be divided w the premiums have been paid partly by the donor and p by the donee does not arise. If this matter had been op should rather have thought that it did not apply to the where the premiums were paid successively by one and by other, but to the case where both together mutually paid premium. But that question does not arise here.

Lord Kinnear concurred.

Lord M'Laren was absent at the hearing.

The Court recalled the interlocutor of the Lord Ordinary, and assoilzied the defender from the conclusions of the summons.

COURT OF SESSION, FIRST DIVISION.

June 11, 1895.

The Lord Advocate, Pursuer (Respondent).
Arthur D. Forbes Gordon, Defender (Reclaimer).

22 Rettie, 639.

Revenue—Succession-duty—Legatee's right to heritage challenged i action of reduction, and action compromised—Succession-Duty Act, 185 (16 & 17 *Vict. c.* 51), *ss.* 2 *and* 42,

Digitized by Google

By his trust-disposition and settlement James Dalrymple directed his trustees to hold one-half of the residue of his estate, including the property of Wester Langlee, for his daughter in liferent and her issue in fee, with power to his daughter, in the event of her having no issue, to dispose of the estate so held for her by *mortis causâ* deed. Failing her doing so the trustees were directed to hold the estate for behoof of the truster's grandson, Gordon, in liferent. Miss Dalrymple, who did not marry, exercised the power conferred upon her, and by her settlement directed her trustees to convey Wester Langlee to Mrs. Durrant (a stranger in blood) in liferent, and her son Christopher in fee, and to hold the residue of her estate for Mrs. Durrant in liferent and her whole children in fee.

Gordon having raised an action of reduction of Miss Dalrymple's settlement, it was ultimately agreed that Gordon should consent to decree of absolvitor, and that Mrs. Durrant and her children should convey to him their rights to Wester Langlee. Decree of absolvitor was thereafter pronounced, and Mrs. Durrant and her children having assigned their rights to Wester Langlee, Mr. Dalrymple's trustees, who had the feudal title, executed a disposition of Wester Langlee to Gordon.

The Crown thereafter raised an action against Gordon for succession-duty at the rate of 10 per cent. "in respect of the succession of Mrs. Durrant . . . to the liferent of . . . Wester Langlee." The defender tendered duty at the rate of 3 per cent. on the ground that Mrs. Durrant had not taken any right to Wester Langlee under Miss Dalrymple's settlement, and that his right to the property was acquired from Miss Dalrymple's trustees.

Held that Mrs. Durrant had acquired a right of succession under Miss Dalrymple's settlement, that the defender had acquired that right in virtue of the assignation in his favour, and that therefore he was liable in succession-duty at the rate of 10 per cent.

James Dalrymple, of Langlee, in the county of Roxburgh, died in 1877, leaving a trust-disposition and settlement and two codicils whereby he directed that the residue of his whole means and estate should be divided equally between his daughter Miss Dalrymple and his grandson Arthur D. Forbes Gordon, the property of Wester Langlee to form a part of his daughter's share. Miss Dalrymple had a liferent only of her share, the fee being destined to her issue, and in the event of her dying without issue Mr. Dalrymple declared that the estate held in trust for her should fall to such person as she might by any *mortis causâ* deed direct. Failing the daughter exercising this power, the estate was to go to the truster's grandson, Mr. Gordon. With reference to the whole lands and the share of residue falling to his grandson, the truster directed that on his attaining twenty-five the trustees were to convey the lands to him in liferent and to the heir of his body in fee, whom failing to the truster's own heirs, and to hold the residue for the liferent use of Mr. Gordon and for the heirs of his body in fee.

The residue of Mr. Dalrymple's moveable estate amounted to about 50,000*l*. His heritable estate consisted principally of the two properties of Wester Langlee and Greenknowe, and a house in Edinburgh.

Miss Dalrymple died on 21st June, 1888, leaving a trust-disposition and settlement whereby she disponed to trustees her whole estate, including the estate of which she had the power of disposing under her father's settlement. She directed her trustees (*inter alia*) to offer to sell Wester Langlee to Mr. Gordon, to convey Wester Langlee if not sold as provided for, and the whole of her other heritable estate, to and in favour of Mrs. Durrant, a stranger in blood, in liferent, and her son Christopher Cockburn Durrant, in fee; and to hold the whole residue and remainder of the trust-estate, including the price of Wester Langlee, if sold, and pay the free annual income to Mrs. Durrant during her life, and on her death realise and pay the proceeds to her children in certain proportions.

In May, 1889, Mr. Gordon raised an action against Miss Dalrymple's trustees and others, for reduction of her settlement on the ground that she was not of sound disposing mind at the time of its execution, and also that it had been impetrated from her through undue influence and fraud when she was in a weak and facile state. Defences were lodged, issues were adjusted, and the case was set down for trial. Parties, however, came to an extrajudicial settlement embodied in a minute of agreement, dated 23rd July, 1890, which stipulated (*inter alia*) that Miss Dalrymple's trustees and Mrs. Durrant and her family should convey to Mr. Gordon all their rights to Wester Langlee; that with regard to the remainder of Miss Dalrymple's estate her settlement should receive full force and effect in the same way as if it had never been challenged, and that the action should be taken out of Court by joint minute withdrawing all imputations made by the pursuer on record against Miss Dalrymple and against the defenders, and of consent, repelling the reasons of reduction, assoilzieing the defenders from the conclusions of the action, and finding neither party entitled to expenses.

On 20th July, 1893, decree of absolvitor was pronounced in terms of the joint minute.

In June, 1891, Miss Dalrymple's trustees, and Mr. and Mrs. Durrant and their children, granted an assignation and conveyance in favour of Mr. Gordon, by which they made over all their right, title, and interest, as from 21st June, 1888, in and to the lands of Wester Langlee, under and in virtue of Mr. Dalrymple's trust-disposition and settlement and codicils, and the trust-disposition executed by Miss Dalrymple. And in October, 1894, Mr. Dalrymple's trustees, who were feudally vested in Wester Langlee, executed a disposition in favour of Mr. Gordon.

On 14th February, 1895, the Lord Advocate, on behalf of the Board of Inland Revenue, raised an action against Mr. Gordon, concluding for declarator that the defender was bound to make payment of 750*l*. as succession-duty, payable "in respect of the succession of Mrs. Durrant . . . to the liferent of the said lands and estate of Wester Langlee on the death of the late Miss Dalrymple," and for decree ordaining him to make payment of that sum by certain instalments.

The pursuer averred,—"Mrs. Durrant and her son, who were respectively entitled to the liferent and fee of Wester Langlee, were strangers in blood to Miss Dalrymple, under whose trust-settlement they took their right. Through their assignation in his favour, the defender, Mr. Forbes Gordon, has acquired a full right of fee. This right has come to him as their assignee, and not as Miss Dalrymple's heir-at-law. Mr. Dalrymple's trustees, in granting a disposition in Mr. Forbes Gordon's favour, have proceeded on the footing that Miss Dalrymple's settlement was effectual. Had her settlement been set aside, Mr. Dalrymple's trust-deed would have regulated the destination of the property, and accordingly Mr. Forbes Gordon would have had only a liferent after he was twenty-five years of age." "Succession-duty is now payable at the rate of 10 per cent. in respect of Mrs. Durrant's succession to the liferent of Wester Langlee, and Mr. Forbes Gordon, being fully vested in the property,

Digitized by Google

under the disposition recorded on 24th December, 1894, is in right of Mrs. Durrant."

The defender stated;—"The present defender acquired his rights under said deeds from Miss Dalrymple's trustees, and not from Mrs. Durrant, or her children, who never took any right under Miss Dalrymple's settlement in or to the estate of Wester Langlee." "Explained and averred that the defender has rendered the usual accounts to the Inland Revenue, and has all along been ready and has offered to pay succession-duty at the rate of 3 per cent., which is all that he is liable for."

The pursuer pleaded;—(1) Miss Dalrymple's will not having been set aside, succession-duty is due on account of the free annual value of the liferent thereby given to Mrs. Durrant. (2) The defender, having acquired Mrs. Durrant's liferent of the lands of Wester Langlee by the assignation in his favour, is liable for the succession-duty payable in respect of her succession thereto.

The defender pleaded;—(2) In virtue of the arrangement embodied in the said minute of agreement, and carried into effect by the deeds above referred to, the defender is only liable in succession-duty at the rate of 3 per cent., and such duty, with interest, having been duly tendered by him, the present action is unnecessary.

On 23rd May, 1895, the Lord Ordinary (Moncreiff) found and declared that the defender was bound to make payment to the pursuer of succession-duty at the rate of 10 per cent. in respect of the succession of Mrs. Durrant to the liferent of the lands and estate of Wester Langlee.

The defender reclaimed, and argued;—In the compromise the action of reduction had been treated as successful *quoad* the Wester Langlee estate. Mrs. Durrant had never enjoyed a beneficial interest in it, and had she been sued for duty in respect of her liferent she would have had a good defence, on the ground that there had been no succession to it in her for the purposes of the Succession-Duty Act. The defender had really acquired the estate from Miss Dalrymple's trustees, who had truly effected the compromise, and he was therefore liable only in duty at the rate of 3 per cent.

Argued for the pursuer;—Mrs. Durrant was a stranger in blood to Miss Dalrymple. She had become beneficially entitled to the liferent of Wester Langlee under Miss Dalrymple's settlement, and that interest had been acquired from her by the defender in virtue of the assignation in his favour. Being in right of the succession, therefore, he was liable for the duty. Miss Dalrymple's settlement was unaffected by the reduction. The reasons of reduction had been repelled, and the defender assoilzied.

Lord President.—Under the settlement of Mr. James Dalrymple, Miss Lavina Dalrymple had power to dispose of the estate of Wester Langlee by *mortis causâ* deed. If she did not exercise, or validly exercise, that power, then certain rights to that estate passed on to Arthur Dalrymple Forbes Gordon. Miss Dalrymple executed a *mortis causâ* deed by which she conferred the liferent of this estate of Wester Langlee upon Mrs. Durrant, the fee being given to that lady's son. Mr. Forbes Gordon has taken from Mrs. Durrant a conveyance in his own favour of the liferent of Wester Langlee. He at the same time obtained a conveyance of the fee from Mrs. Durrant's son or his guardians. Mr. Forbes Gordon is now called upon as being in possession of these lands, to pay the succession-duty which was due by Mrs. Durrant in consequence of the succession which she took from Miss Dalrymple, and he refuses to pay upon the ground that certain proceedings were taken by him in the Court of Session for the purpose of setting aside the *mortis causâ* disposition of Miss Dalrymple in favour of Mrs. Durrant. But then the result of these proceedings in the Court of Session was that, by agreement between Mr. Forbes Gordon and Mrs. Durrant, Mrs. Durrant was assoilzied from the conclusions of reduction which were the substance of that action, and the result of that necessarily was that she was judicially found to have had a succession open to her under the deed of Miss Dalrymple. Mr. Forbes Gordon now says that you are to construe that agreement in the light of the other terms of the bargain, the other terms of the bargain being that while there was absolvitor pronounced in favour of Mrs. Durrant she became bound to convey to Mr. Forbes Gordon certain, but not all, of the property covered by Miss Dalrymple's will.

It seems to me that that statement of the case which I put into the mouth of the present defender,—and I think it fairly represents his argument,—is destructive of his present contention, because it amounts to this, that while he came into Court to assert his right to take under the will of Mr. James Dalrymple on the ground that Miss Dalrymple had not executed a valid deed, he renounced that right in favour of Mrs. Durrant by consenting to an absolvitor which negatived his contention, and agreed in place of that to become her assignee of certain of her rights. That is merely another way of saying that Mr. Forbes Gordon has taken from Mrs. Durrant what *ex hypothesi* she only got by succession from Miss Dalrymple. It seems to me, therefore, that, not in form merely but in substance, the transaction between these parties set up,—judicially set up,—the succession of Mrs. Durrant to Miss Dalrymple in order that she might give to Mr. Forbes Gordon what he now enjoys. I am, therefore, for adhering to the Lord Ordinary's interlocutor.

Lord Adam concurred.

Lord M'Laren.—I agree with your Lordships. I think that in cases of succession-duty the form and title under which the interest is taken may sometimes be very material to the incidence of the duty, and that it is so in this case. If, for example, a special legatee or heir of provision should decline the bequest or provision (which he might do if he thought it an inequitable will and had ample means of his own), and if in consequence of such declinature the bequest became merged in the residue or larger estate, I should not, as at present advised, think that the Crown would have a claim for duty from the heir or residuary legatee at a higher rate than that which belonged to his relationship to the ancestor. If a special legatee consents to a decree of reduction being passed as regards his interest in the succession, I should think it would be very much the same case as if he voluntarily surrendered his interest. But that is not what happened here. I suppose the case between Mrs. Durrant and Mr. Forbes Gordon might have been settled by allowing reduction to pass as regards the heritable estate, but apparently there were reasons against that course. The parties did not wish that any discredit should be thrown upon the settlement on the grounds that had been put forward, and so the actual contract—which I agree must be considered as a

Digitized by Google

matter of substance as well as of form—is that the deed shall be held to be unchallengeable, but that in consequence of the consent of Mr. Forbes Gordon to the deed in favour of Mrs. Durrant, he is to receive by assignation from Mrs. Durrant what he would otherwise have taken as heir-at-law; in fact he is to be in a better position, because he is also to receive in certain events an assignment of the children's interest. I think it must therefore be taken that Mrs. Durrant did acquire a right of succession under the instrument in question, Miss Dalrymple's will, and that the present defender has no title to the liferent estate except what he derives from the assignment by Mrs. Durrant. It is true that in point of form it was necessary to take a feudal conveyance from the grandfather's trustees, but the trustees had no power to make it except in virtue of the mandate which they got from Mrs. Durrant, and therefore it is in truth and in substance by a conveyance from Mrs. Durrant that the defender derives his right. I therefore agree with the Lord Ordinary and your Lordships that the duty attaches as claimed.

Lord Kinnear concurred.

The Court adhered.

COURT OF SESSION, FIRST DIVISION.

June 26, 1895.

C. J. Revell (Surveyor of Taxes), Appellant.
Tom Scott, Respondent.

22 Rettie, 772.

Revenue—Property and Income-Tax Act, 1842 (5 & 6 *Vict. c.* 35), *s.* 63, *Schedule B, rule 7—Separate leases of grazing and shootings over farm—Assessment.*

Held that the lessee of a farm for grazing under one lease and of the shootings over the farm under another was liable to be assessed under Schedule B, rule 7, of the Property and Income-Tax Act, 1842, in respect of occupancy to the extent of the rent for the combined occupation.

Middleton v. *Lord Advocate*, March 16, 1876, 3 Rettie, 599, *followed.*

Tom Scott, farmer, Rhifail, Sutherlandshire, appealed to the Commissioners of Income-tax against an assessment of 1042*l.* 17*s.* 6*d.* made on him under Schedule B of the Income-Tax Act, 16 & 17 Vict. c. 34, for the year ending 5th April, 1895, in respect of the occupation of Rhifail sheep farm and shootings.

The Commissioners reduced the assessment to 672*l.* 17*s.* 6*d.* in respect that Mr. Scott was only liable to be assessed on his rent as grazing tenant, and the Surveyor of Taxes thereupon required the Commissioners to state a case.

The facts as stated in the case were as follows:—Mr. Scott was tenant of Rhifail farm on a lease for fourteen years from Whitsunday, 1889. He was also tenant, under another lease applicable to the same period, of the shootings over the farm, and also the fishings on one beat of the river Naver.

He paid 670*l.* for the occupancy and grazings of the farm, 370*l.* for the shootings, with lodgekeeper's house, &c., 100*l.* for the fishings, and 2*l.* 17*s.* 6*d.* yearly for fire insurance. He was in the actual occupation of the farm, and lived there all the year round.

No assessment had been claimed before the year 1893-4 in respect of the shootings and fishings, and in that year the assessment, so far as it included shooting rental, was discharged by the Commissioners.

The case then stated that Mr. Scott "contended (and his contention was admitted by the surveyor) that if the shooting of Rhifail, during the appellant's occupancy of the grazing right, had been let by the proprietor to another person, that other person would not have been liable to income-tax under Schedule B in respect of the shooting rent, and that no distinction can be drawn between his position and that of a shooting tenant who pays a separate rent for the shootings. Hence, if it were meant to charge income-tax on a shooting right when exercised by a person who farms the ground, then it must be under some other schedule of the Act, and not under Schedule B; but the surveyor does not seek to assess the appellant under any other schedule except Schedule B.

"This is the first occasion in the county of Sutherland, since the passing of the Income-Tax Act, 1842, that the occupancy of shootings over and above and in addition to the beneficial and primary occupation of the land as a sheep grazing farm (and apart from deer forests) has been made a subject of assessment in respect of income-tax under Schedule B.

"The case of *Middleton* v. *The Lord Advocate*, 16th March, 1876, 3 Rettie, 599, relied on by the surveyor, applied exclusively to deer forests, where the whole ground is used solely for the purposes of sport, and does not apply to grouse shootings as evidenced by that decision.

"It was contended on behalf of the Crown that the Schedule B assessment of 1042*l.* 17*s.* 6*d.*, being the annual value of the farm and shootings thereon in the occupancy of the appellant (less the sum of 70*l.* allocated to the shooting lodges), was rightly made according to rule 7, Schedule B, sect. 63 of 5 & 6 Vict. c. 35.

"In support of his assessment he referred to (1) *Young* v. *Douglas*, 7 Rettie, 229; (2) *Middleton* v. *Lord Advocate*, 3 Rettie, 599; and (3) *Menzies* v. *Inland Revenue*, Jan. 18, 1878, 5 Rettie, 531."

At advising,—

Lord President.—This is an important case, and requires consideration, but the facts lead me to the conclusion that the decision of the Commissioners is wrong.

That Mr. Scott is in occupation of these lands in virtue of his agricultural lease is admitted. That by his possession under his shooting lease he is also in the sense of law in occupation of the lands can hardly be regarded as disputable in view of the decisions. I may refer to the case of *Middleton* (cited in the case), where the previous decisions are noted, and to Lord Mure's opinion in *Paterson* v. *Johnson*, 7 Rettie, 17, where they are carefully examined.

If Mr. Scott, then, be in occupation of the lands under both leases, he comes under Schedule B, and the next question is what, to use the phraseology of the statute, shall the annual value of the lands be understood to be? The 63rd section says that the duties under Schedule B shall be charged, according to the general rule in No. 1, Schedule A, on the full amount of the annual value. This leads us to the 60th section, which

Digitized by Google

gives the rule referred to, and there we find that the annual value of lands is understood to be the rent by the year at which the same are let at rack-rent if the amount of such rents shall have been fixed by agreement. This rule is to apply to all lands and heritages capable of actual occupation of whatever nature and for whatever purposes occupied or enjoyed.

If Mr. Scott is occupant of the lands under both his leases, then the rent he pays under both is rent for the occupation of these lands, and the fact that one of his rights of occupancy is for one purpose and the other for another is nothing against the assessment, and shews merely that the annual value of these lands arises from their being suitable for two modes of occupation which are diverse but compatible. The aggregate of the two rents fixed by agreement is, in the sense of the statute, the rent at which these lands are let. The fact that there are two leases and two rents, and not one rent stipulated in one lease, seems to me to make no more than a superficial difference.

My opinion is that the decision of the Commissioners should be reversed.

Lord Adam.—I concur. I cannot doubt that if the shootings and the grazings had been included in one lease instead of two, the joint rent would necessarily have been the annual value of the lands in a question with Mr. Scott, and I confess that I cannot see that it makes any difference that the parties should have fallen on the device, as I may call it,—I do not use the word in any bad sense,—of endeavouring to avoid part of the assessment by dividing the occupation into two leases. I agree with your Lordship that that makes no difference. I think that under the authority of the case of *Middleton* and the other case quoted, Mr. Scott is in the occupation of the lands for the purpose of shooting just as much as he is in the occupation of the lands for the purpose of grazing, and therefore I think the conclusion is clear that the Commissioners' judgment is wrong, and must be reversed. I may notice—I do not know how far it may have influenced the judgment of the Commissioners—that there is said to have been an admission made by the surveyor, "that if the shooting of Rhifail during the appellant's occupancy of the grazing right had been let by the proprietor to another person, that other person would not have been liable to income-tax under Schedule B." I make no observation upon whether that was right or wrong, but I wish to point out that that is not an admission of fact, but an admission of law, which the Commissioners were of course not entitled to take from the surveyor. On the whole matter I concur with your Lordship.

Lord M'Laren.—I concur with your Lordship, and upon the same grounds. I think that this case is ruled by the case of *Middleton* v. *Lord Advocate*, and that no legal distinction can be taken between a right to occupy land for all purposes where the object which the tenant has in view is deer shooting, as in *Middleton's* case, and where it is shooting of a different description. I apprehend that an occupation of land for the combined purposes of agricultural or pastoral pursuits and shooting constitutes the whole occupation of the subject, and is properly assessed at the full rent under Schedule B.

Lord Kinnear.—I am of the same opinion, for the same reasons.

The Court reversed the determination of the Commissioners.

COURT OF SESSION, FIRST DIVISION.

June 26, 1895.

Philip Musgrave (Surveyor of Taxes), Appellant.
Dundee Royal Lunatic Asylum, Respondent.

22 Rettie, 784.

Revenue—Inhabited house duty—Lunatic asylum—Self-supporting institution—Exemption—48 Geo. III. c. 55, case 4.

Case 4 of 48 Geo. III. c. 55, exempts from payment of inhabited house duty "any hospital, charity school, or house provided for the reception or relief of poor persons."

A lunatic asylum, originally founded by charitable subscription, and which was governed gratuitously, claimed exemption from payment of inhabited house duty under the above rule. The asylum was possessed of two mortifications, out of which was paid in part the maintenance of two indigent lunatics. The remaining inmates were private patients who paid for their own maintenance, and pauper lunatics, in respect of whom payment was made by the District Lunacy Board of a sum estimated to cover the cost of their maintenance and clothing. The accounts of the asylum shewed that for some years it had maintained itself, and that a profit had been made out of the board paid by both classes of inmates. *Held* that, as an institution, which was not to any substantial extent maintained by charity, or out of charitable endowments, the asylum was not entitled to the benefit of the exempting rule.

At a meeting of the Commissioners of Income-tax held on 5th April, 1894, the managers of the Dundee Royal Lunatic Asylum appealed against an assessment for inhabited house duty on 1300*l.*, as the full annual value of the asylum, on the ground that it was a charity, and therefore exempt under the provisions of 48 Geo. III. c. 55, Exemption Case 4.*

The Commissioners sustained the appeal, and the Surveyor of Taxes obtained a case.

The case stated;—2. Until the present question arose "the assessment for house duty has been restricted to the portion of the asylum buildings estimated to have been used by private patients, amounting to 217*l.*"

3. The asylum was originally founded in conjunction with an infirmary by charitable donations and subscriptions, and a royal charter was obtained in 1819, by which it was declared that the Corporation was to consist of two separate establishments, with distinct estates and funds, the one to be called The Dundee Infirmary Establishment, the other, The Dundee Lunatic Asylum Establishment. The object of the infirmary was stated in the charter to be for the relief of indigent sick and hurt persons, and the object of the lunatic asylum was to extend this relief to lunatics.

4 and 5. Thereafter an asylum was built on ground acquired, but it having become unsuitable for the purpose in 1875, the directors obtained a new charter, under which they were incorporated under the name of the Dundee Royal Lunatic Asylum, and were empowered to build a new asylum outside Dundee, and to feu or sell the ground on which the old asylum was built.

* 48 Geo. III. c. 55, Exemption Case 4, exempts "any hospital, charity school, or house provided for the reception or relief of poor persons."

Digitized by Google

6. The present asylum was accordingly built on ground acquired by the directors, and was first occupied in 1882. At the date of this case about two-thirds of the old asylum grounds had been feued.

7. The feu-duties are being sold from time to time, and the proceeds applied in reducing the debt of the asylum.

8. In 1890 the asylum was in debt to the extent of 54,583*l.* 18*s.* 6*d.*, but in 1893 the debt was reduced to 38,851*l.* 9*s.* 2*d.* by the sale of feu-duties of the old asylum grounds, a donation of 1000*l.*, and by payments from a sum of 2000*l.* annually charged against revenue in name of rent.

9. The case further stated that according to the printed accounts of the asylum for the year 1890–91 the income from board of patients was 11,551*l.* 2*s.* 4*d.*, and from rents, feu-duties, and sales 149*l.* 7*s.* 7*d.*—in all, 11,700*l.* 9*s.* 11*d.*; and that the expenditure was 11,698*l.* 2*s.* 7*d.*, leaving a balance of profit of 11*l.* 7*s.* 4*d.*

10. For the year 1891–92 the income was, from patients, 12,165*l.* 14*s.* 6*d.*, from rents and sales, 117*l.* 7*s.* 9*d.*—in all, 12,283*l.* 2*s.* 3*d.*; and the expenditure was 12,385*l.* 15*s.* 4*d.*, leaving a deficiency of 102*l.* 13*s.* 1*d.*

11. For the year 1892–93 the income was, from patients, 12,201*l.* 8*s.* 11*d.*, from feu-duties and sales, 326*l.* 18*s.* 10*d.*—in all, 12,528*l.* 7*s.* 9*d.*; and the expenditure 12,126*l.* 9*s.* 5*d.*, leaving a surplus of 401*l.* 18*s.* 4*d.*

These balances were brought out after including in the expenditure of each year a charge in name of rent of 2000*l.* This sum was applied first in payment of the year's interest to the bank on the building account, and next in reduction of the debt. In 1890–91 this sum was less than the interest due by 94*l.* 14*s.* 2*d.* In 1891–92 the payment of interest was 1848*l.* 10*s.* 1*d.*, and the balance of 151*l.* 9*s.* 11*d.* was applied in reduction of debt. In 1892–93 the payment of interest was 1447*l.* 19*s.* 5*d.*, and the balance of 552*l.* 0*s.* 7*d.* was applied in reduction of debt.

It was stated that in none of the accounts was anything allowed for depreciation of buildings, &c. "It is averred by the asylum 1000*l.* a year should be allowed for depreciation."

12 and 13. The number of patients at the date of the case was 355, in the proportion of 289 paupers and 66 private or paying patients, the pauper patients being boarded, under arrangement, in terms of sect. 59 of the Lunacy Act, 1857, with the District Lunacy Board, "for the sum of 30*l.* 11*s.* per annum, which is estimated to meet the expense of their maintenance and clothing."

14. The asylum had two mortifications, each for the maintenance of an indigent lunatic. The capital of these amounted together to 841*l.* 19*s.* 3*d.*, and in respect of these mortifications two lunatics were maintained in the asylum at less than the actual cost of maintenance. "Other patients, who, having seen better days, and are yet not paupers, being esteemed deserving of the charitable operations of the asylum, are maintained at less than their cost. The number of these patients at present is sixteen."

15. During its whole existence the charitable donations and subscriptions received by the asylum amounted to 23,000*l.* The asylum was governed gratuitously, and no person had any eventual interest in the property. At the date of the case the debt amounted to 25,000*l.*

The case further stated;—"16. It was contended on behalf of the asylum:—(1) That it is a charity, and exempt under 48 Geo. III. c. 55, case 4, being a hospital or house provided for the reception or relief of poor persons; (2) that the proportion of pauper patients to private patients in the asylum being as 289 is to 66, the asylum is really for the reception and relief of poor persons; and (3) that the asylum is not a self-supporting institution notwithstanding the accounts shew apparent profits in some years, and is exempt in accordance with the decision of the Judges in the case of *Blake* v. *Mayor, &c. of London*, 19 Q. B. D. 79, and *Cawse* v. *The Committee of the Lunatic Hospital, Nottingham*, [1891] 1 Q. B. 585.

"17. The Surveyor of Taxes, Mr. Philip Musgrave, contended (1) that the asylum is self-supporting, and thus falls under the ruling in the case of *Needham* v. *Bowers*, 1888, 21 L. R. Q. B. D., 436. There have been profits during the last three years according to the annual accounts (and allowing deductions conform to the Income-Tax Acts, including repairs and renewals of plant and furniture, and repairs and upkeep of asylum buildings) out of payments by both classes of patients, as follows:—1891, 1591*l.*; 1892, 1520*l.*; 1893, 1703*l.*; and the profits have been expended in gradually reducing the debt on the asylum [in this estimate of profits the Surveyor disallowed the annual charge of 2000*l.* above mentioned and expenditure in improvements]; and (2) that the asylum has no endowment; the feu-duties which remain unsold represent the old site, and being a temporary conversion of capital the proceeds of which will be applicable to clearing off the debt on the new buildings, not the creation of an endowment to yield an annual revenue. The mortifications are not separately invested.

"After hearing parties, the Commissioners find that profits were made in terms of the Income-Tax Acts, per accounts appended to this amended case, as follows:—1891, 1591*l.*; 1892, 1520*l.*; 1893, 1703*l.*, without giving effect to the deduction claimed on account of the annual charge of 2000*l.*, but considering the nature of the institution, and being of opinion that the site of the old asylum buildings, which is of the value of about 36,000*l.*, is (along with the new asylum property) subject to the debt of about 25,000*l.*, mentioned in head 15, to be regarded as an endowment, decided that the asylum came under the exemption in case 4 of 48 Geo. III. c. 55, and discharged the assessment.

"The question for the opinion of the Court is,—Whether the Dundee Royal Lunatic Asylum is a hospital or house provided for the reception or relief of poor persons within the meaning of the exemption stated under 48 Geo. III. c. 55, case 4?"*

At advising,—

Lord M'Laren.—This is a case under the Taxes Management Act, and it was adjourned for consideration not so much because of the difficulty of the question as because it was explained to us that it is a representative case—that this is one of a large number of institutions which may be described as appropriated to public objects and as not self-supporting—and the question is whether such institutions are entitled to exemption from Inhabited House Duty under the clause of the statute regulating the incidence of that tax.

* *Additional authority cited by Appellant.—Charterhouse School* v. *Lamarque*, 1890, 25 Q. B. D. 121.

By Respondents.—Chalmers' Hospital v. *Magistrates of Edinburgh*, March 8, 1881, 8 Rettie, 577; *Surveyor of Taxes* v. *Fasson*, May 19, 1883, 10 Rettie, 870.

Digitized by Google

The words of the exemption are "any hospital, charity school, or house provided for the reception or relief of poor persons." Now, it appears from the words which I have quoted, and it is in accordance with the construction which has been put upon the exemption in English decisions, that the motive of the exemption is charity, and the claim is founded on the supposition that an asylum which entertains both private patients whose board is paid for out of their own funds or contributed by relatives, and also pauper patients, is in the position of a charity, at all events so far as relates to the wing of the house which is occupied by the pauper patients.

I do not think that it is necessary to exemption under this Act that the inhabited house should be exclusively appropriated to charity and to the relief of poor persons as it is described, but it would certainly appear that it must be an institution in whole or in part substantially appropriated to charitable purposes.

The first point brought out in the case in article 3 is that the asylum was originally founded in conjunction with an infirmary by charitable donations and subscriptions, and a royal charter was obtained the terms of which are set forth at considerable length in articles 4 and 5. The fact that the institution was founded by voluntary contributions and not for profit is of course an element, but only one element, in the question, because there are other societies, such as literary societies and political clubs, which are occasionally built either wholly or in part out of money subscribed, and which clearly would not fall under the exemption that we are considering. But it is a circumstance which, taken along with others, might lead to the conclusion that this was a charity.

But now I come to the critical part of the case, because the exemption is claimed mainly upon the ground that no profit is made by this establishment.

In the 9th, 10th, and 11th articles we have a specification of the income and expenditure of the asylum for a series of years. These statements shew only a very small balance of income over expenditure, and it is explained that that balance, like the proceeds of the feu-duty, is applied from time to time in the reduction of the debt upon the asylum buildings. Then in article 12 the income is classified, and we have for the same period of three years a statement of the amount of board paid by private and pauper patients respectively, and this important statement is added—"The pauper patients are boarded for the sum of 30*l.* 11*s.* per annum, which is estimated to meet the cost of their maintenance and clothing." I think that statement makes it impossible to maintain that the board of the private patients is made a source of profit out of which pauper patients are maintained. The pauper patients, according to the facts stated in the case, are completely maintained by means of the sum paid for their board by the District Lunacy Board. The authority under which the District Lunacy Board contracts with the asylum is set forth in the 13th article.

That is governed by the 59th section of the Lunacy (Scotland) Act, 1857, which provides that if in a lunacy district there is an established asylum having sufficient accommodation for the reception of the pauper lunatics of the district, then the District Lunacy Board, before proceeding to assess for or to erect a district asylum, are to contract with the proprietors or parties interested in the existing asylum, and if they are unable to agree upon terms, provision is made for arbitration by the General Board of Lunacy; and the case states that the pauper lunatics of this district are boarded under an agreement in terms of the foregoing enactment. Of course the district boards have no control of the asylum or its expenditure, but that does not seem to be material to the question.

There is one other element of charity—a very small one, but it is quite properly set forth in the case—that there are two mortifications under each of which one indigent lunatic is gratuitously maintained. And then the different grounds are summed up in the 15th article, and the 16th contains a statement of the argument and a reference to authorities.

Now, I think it is impossible to maintain that the circumstance that two lunatics are gratuitously maintained in this large establishment is sufficient to impress upon the building as a whole, and the administration as a whole, the character of a charitable institution; and so the argument maintained to us was that because this institution maintains pauper patients, it is in terms of the exemption a hospital or house provided for the reception or relief of poor persons.

I think that on a fair construction the meaning of the exemption is, that out of the funds of the hospital poor persons are entertained, either because it was expressly founded for the benefit of the poor, or because it is used for the purpose of the gratuitous or charitable entertainment of poor persons requiring medical relief. But this case, I apprehend, cannot fairly be brought within the exemption, because the poor persons who are boarded in the asylum are not in any way maintained out of the funds of the asylum, but are maintained under contract by the District Board of Lunacy, and if they were not so maintained the inhabitants of the district would be assessed for their maintenance in a building provided by public taxation for the purpose. It is only in virtue of the statute referred to that use is made of the existing asylum as an establishment which is put under obligation to contract for the reception of pauper patients. The view which I present to your Lordships is, that the maintenance of these pauper lunatics being under contract with the District Board, and being paid for by money raised by public taxation, such maintenance in the asylum cannot be considered as charity, and accordingly that the case does not fall under the statutory exemption. If your Lordships agree with me, then the determination of the Commissioners must be reversed, because they have held that the asylum is entitled to exemption in terms of 48 Geo. III. c. 55, case 4.

Lord Adam.—(After stating the facts, and that the net profits, ascertained in terms of the Income-Tax Acts, amounted in 1891, 1892, and 1893 to 1591*l.*, 1520*l.*, and 1703*l.*)—Such would appear to be the material facts as regards this institution with reference to which we are asked to decide whether it is a hospital or house provided for the reception or relief of poor persons within the meaning of the exemption stated under 48 Geo. III. c. 55, case 4, and so not liable for inhabited-house duty.

With reference to the question whether it is a house provided for the reception or relief of poor persons, there are in fact 289 pauper patients maintained in the asylum. But these do not appear to me to be "poor persons" in the sense of the Act. The whole cost of their maintenance and clothing is paid to the asylum by the District Lunacy Board, which is bound to maintain them, and I see no element of charity in the transaction.

The case therefore appears to me to turn upon the question

Digitized by Google

hether the asylum is or is not a hospital in the sense of e Act?

We were referred to the cases of *Needham*, 21 Q. B. D. 436, d *Cawse*, [1891] 1 Q. B. 585, as throwing light on the conuction of the word "hospital" as used in the Act. In the st of these cases it was held that an institution wholly selfpporting, although originally built by charitable contributions d carried on gratuitously, was not exempt as a "hospital" in e sense of the Act, which must, it was decided, be restricted hospitals maintained wholly or in part by charity, and in e subsequent case of *Cawse*, Mr. Justice Charles, who delivered e opinion of the Court in the case of *Needham*, further said at the word "hospital" did not include the case of a hospital th no charitable endowment, but did include a hospital with ubstantial charitable endowment.

No doubt his Lordship used the word "substantial" in that se, because he was dealing with a case in which the endowmt was substantial. But I do not think that any endowment, wever small, relatively to the other funds, applied to the aintenance of an institution would necessarily bring it under e exemption in the statute. It may no doubt be difficult to termine, in any particular case, what amount or proportion uld be sufficiently substantial to produce that result; but I ree with Mr. Justice Charles' opinion—with this modification addition—that I do not think it necessary that there should an endowment in the technical sense of the word, but that it ll be sufficient to bring an institution within the exemption the Act if it be maintained in whole or in part by voluntary ntributions.

There is another point on which the case of *Needham* is an thority in this case. In that case, as in this, the asylum was iginally founded by charitable donations and subscriptions. It was urged on us," says Mr. Justice Charles, "that as the spital buildings and premises were originally purchased out money subscribed by benevolent persons, there is a charitable nment in this sense that the hospital has no rent to pay. But do not think the fact that in its origin the institution was nded by voluntary charitable donations is sufficient to conitute it an institution partly maintained by charity." As I ve said, the Dundee Royal Lunatic Asylum is not being, and s not been during the years set out in the case, to any extent intained by charitable donations or subscriptions.

The question then is, whether this asylum has any endowmt applicable and applied to its maintenance. The Comssioners think that it has. They say that they are of opinion at the site of the old asylum buildings, which is of the value about 36,000*l.*, and which is (along with the new asylum operty) subject to the debt of about 25,000*l.*, is to be regarded an endowment. Now, it appears from the case that no part the income from the old site of the asylum has ever been plied to the maintenance of the hospital. It has been applied wards payment of the principal and interest of the debt for hich it is liable.

It may be that in the future there may be a fund from this urce applicable and applied to the maintenance of the asylum, t the asylum has been in the past, and is being wholly maintained, except to the extent I shall presently mention, from the rplus profits derived from the inmates. I cannot, therefore, ree with the Commissioners that this is an endowment which ings the hospital under the exemption in the Act.

It appears from the case that the asylum has two mortifications each for the maintenance of an indigent lunatic, and amounting together to 841*l.* 19*s.* 3*d.*, and that in respect of these mortifications two indigent lunatics are maintained at less than their cost in the asylum.

It appears that there is no separate investment to represent this sum, as no doubt there ought to have been, but I do not think that fact material.

I do not think, however, that the fact of the existence of this small mortification or endowment, having regard to the small proportion it bears to the other funds applied to the maintenance of the asylum, is sufficient to bring the asylum under the exemption of the Act. I think it does not alter or modify the character of the asylum as being truly a self-supporting institution. I therefore think that the determination of the Commissioners is wrong.

Lord Kinnear.—I am of the same opinion. I think it is settled by previous decisions, (1st) that the right to exemption does not depend upon the charitable origin of the institution, but upon its actual condition and character when it is alleged that liability to taxation has arisen; and (2nd) that a hospital which is entirely or mainly self-supporting is not within the class entitled to exemption. Upon the question of fact which arises under this second branch, I agree with Lord Adam and Lord M'Laren that the hospital in question is self-supporting, and therefore not entitled to the exemption.

Lord President.—I concur.

The Court reversed the decision of the Commissioners, and sustained the assessment.

EXCHEQUER DIVISION, IRELAND.

June 19, 1893.

The Attorney-General for Ireland (on Behalf of Her Majesty), Informant.

The Right Hon. T. K., Baron Rathdonnell and Others, Defendants.

32 L. Rep. Ir. 574–597.

Succession duty—16 & 17 *Vict. c.* 51, *ss.* 2, 17; 44 *Vict. c.* 12, *s.* 38; 52 *Vict. c.* 7, *s.* 11—*Predecessor—Contract for money or money's worth—Personal property—Trust in favour of volunteer.*

By settlement, made on the marriage of A. and B., a sum of 5000*l.*, the fortune of A. (the wife) was assigned to trustees, upon trust to pay the interest thereof to her during the joint lives of herself and B., and upon trust, after the decease of the survivor, and in the events which happened, to apply same in payment and discharge (so far as same would extend) of incumbrances affecting lands brought into settlement by B. and his father C., and over which a jointuring power was reserved to them in favour of A., which they exercised to its full extent; and by the said settlement A. was given a life interest, after B.'s death, in a sum of 4000*l.*, brought into settlement by C. In the event (which happened) of there being no issue of the marriage, D., who was a grandson of C., but a stranger in blood to A., became tenant in tail of the settled lands; and barred the entail and resettled them.

Digitized by Google

worth, because, although the marriage was one consideration, the money provision was the other, and there was thus an exemption from charge under the 17th section of the statute. Now, it does not appear to me that that is the true view of a contract of this kind at all. I think that every one of the marriage provisions which we find here has an appropriate consideration under the contract, but one consideration only, and I think the consideration of each one of them is the marriage, and nothing else. It appears to me that when the Marquis of Salisbury promises to pay 10,000*l.* as the marriage portion of his daughter he does that, not because of, or in consideration of, the provisions made on the other side, but because his daughter is going to be married, and for no other reason. And on the other hand, when Mr. Balfour makes his provision of an annuity for his intended daughter-in-law, he does that because she is to become his daughter-in-law, and for no other reason." Further down he says:—"The thing that is at the botton of it, and the sole motive of the whole of the parties, is the marriage which is about to be celebrated. And therefore I am of opinion that under this, as under most marriage contracts, the sole consideration of each provision is the marriage."

Being of opinion that such a doctrine as this is not applicable to the law of Ireland, I proceed to decide the present case upon the assumption that the consideration for the creation of the trusts in question was that which appears upon the face of the deed, viz. partly the intended marriage, and partly the joint appointment by John M'Clintock the elder and his son of the jointure for the wife, and viewing it in that light (which unquestionably is that which is most favourable to the defendant), I am of opinion that the 17th section does not apply, because upon its true construction it must be limited to cases in which the *sole* consideration is "money or money's worth," and that therefore where marriage constitutes *part* of the consideration, the case is excluded from the 17th section. That section, after referring to policies of insurance on lives, proceeds to enact:—"And no bond or contract made by any person *bonâ fide* for valuable consideration in money or money's worth for the payment of money or money's worth after the death of any other person shall create the relation of predecessor and successor between the person making such bond or contract and the person to or with whom the same shall be made." That is, the Act, having by its prior provisions declared that all "successions," whether derived through contracts for valuable consideration or not, shall be subject to duty, this section makes an exception in favour of successions derived through contracts in which the consideration on each side is the giving or agreeing to give "money or money's worth," or, in other words, where the valuable consideration is *not* marriage. There is thus an intention to exclude the consideration of marriage; and this, in my opinion, necessarily excludes cases in which marriage is *part only*, as well as those in which it is the entire, consideration. This is the view of Lord Shand in the earlier part of his judgment in *The Lord Advocate* v. *Sidgwick*, 4 Rettie's Sc. Sess. Cas. (4th series), 815; Scottish Law Reporter, 1877, p. 522; but it does not appear to have been made one of his *rationes decidendi*. I think it is sustained by *Floyer* v. *Bankes*, 3 De G. J. & S. 306; 9 Jur. (N. S.) 1255; 12 W. R. 28, and *Ramsay's Trusts*, 30 Beav. 75. In the former Lord Westbury says:—"The word 'succession' was adopted for the purpose of denoting any property passing upon death from one person to another by virtue of any gift or descent, or of any contract not being a *bonâ fide* contract of purchase. . . . It was not intended to exempt property arising upon death under contracts for valuable consideration generally. Marriage is by the law of England a valuable consideration for a contract, and that of the highest kind; but property arising under a contract in consideration of marriage is not excepted, even in favour of persons coming directly within that consideration. A contract to be excepted must be *bonâ fide* made in consideration of money or money's worth—words which appear to have been selected for the purpose of excluding the consideration of marriage." In *Ramsay's Settlement*, 30 Beav. 75, to which I have already referred, part of the consideration was money's worth, the husband having, as I remarked when stating the facts of that case, taken a life estate in reversion in the property of the wife, and yet succession duty was held to be payable.

I have mentioned these matters so much at length, although the point was one that was not contested, as I feared that if we treated it as settled by *The Lord Advocate* v. *Sidgwick*, 4 Rettie's Sc. Sess. Cas. (4th series), 815; Scottish Law Reporter, 1877, p. 522, our judgment hereafter might be relied upon as a decision that the reasons expressed by the Lord President were applicable to the law of this country. What I have already said shows that I entirely concur in the actual *decision* in that case.

Upon the whole, then, I am of opinion that the succession duty should be calculated at the rate of 10 per cent.

The second question is, whether the trust to apply the 5000*l.* in discharge of the incumbrances upon the settled estate was one within the 44 Vict. c. 12, s. 38, as explained by the 52 Vict. c. 7, s. 11, so that the property which passed thereunder ought to be included in the account directed by the first-mentioned Act, and thus made liable to the duty thereby imposed.

These two sections, so far as they are material to the present case, in substance direct that there shall be included in the account "*personal* property passing under any past or future trust *in favour of a volunteer*, made by any person dying on or after the 1st June, 1881, by deed . . . whereby an interest in such property for life is reserved to the settlor."

It was expressly admitted, and, having regard to the cases already decided upon these enactments, could not have been controverted, that if, as I have already held, Lady Rathdonnell was the settlor, the defendant was "a volunteer," within the meaning of sect. 11 of the Act of 1889, and that the present case was within the section, unless its application was negatived either by reason (*a*) of the benefit taken by the defendant under the trust constituting real estate, and not personalty; or (*b*) of the trust not being one in favour of Lord Rathdonnell *personally*. In support of these views it was urged that Lord Rathdonnell took, under the joint operation of the deeds of the 30th May and 6th August, 1829, nothing but land; that the trust was a gift, not to any individual, but for a particular purpose; and that its sole effect being to extinguish a charge on land, although it conferred a succession, it did so under sect. 5 of 16 & 17 Vict. c. 51, and not being as a disposition of property to any *person*.

My opinion is against both of these contentions. I think that the trust was one of personalty, and was "in favour of" Lord Rathdonnell, within the meaning of 44 Vict. c. 12, s. 38, as explained by 52 Vict. c. 7, s. 11. Although the same conclusion would probably be arrived at without considering the

Digitized by Google

Upon the other hand, the defendant contends that, upon the true construction of the settlement John M'Clintock the elder must be taken to have purchased such of the trusts of the 5000*l.* as were declared to take effect in the event of there being no children of the marriage, that these trusts were derived from him as purchaser thereof from Anne Lefroy, and that therefore he, and not Anne Lefroy, was the settlor.

There was much argument by the counsel on each side upon the words of the settlement; counsel for the Crown insisting that the trusts, in default of children, were voluntary; and much reliance was placed on *Mackie* v. *Herbertson*, 9 App. Cas. 303, and *De Mestre* v. *West*, [1891] A. C. 264, the principle of which, it was insisted, applied to the settlement of the 6th August, 1829, notwithstanding John M'Clintock the elder having been a party thereto as one of the two joint donees of the power to jointure created by the deed of the 30th May, 1829, and thereby joined in executing such power.

Were it necessary to decide whether trusts of lands under a similar settlement were for value, or voluntary so as to be fraudulent within the Statute 10 Car. 1, sess. 2, c. 3 (Ir.), I should probably hold that as the lady's jointure could not have been provided, unless John M'Clintock the elder joined his son in its appointment, the concurrence of the former, in the settlement, was sufficient to constitute, and must be deemed to have constituted, a consideration for those trusts, and that *Mackie* v. *Herbertson*, 9 App. Cas. 303, and *De Mestre* v. *West* [1891] A. C. 264, and the criticisms upon *Clarke* v. *Wright*, 6 H. & N. 849, do not touch the decision in cases such as *Roe* d. *Hamerton* v. *Mitton*, 2 Wils. 356, and the present, in which third parties, whose concurrence was necessary to give effect to the settlement, joined as parties to it. It is, however, not necessary to enter upon this. I assume, in favour of the defendant, that the trusts in question were not voluntary.

This, however, is but one step in the defendant's contention. He next insists that because the trusts were not voluntary, therefore John M'Clintock the elder, whose execution of the settlement rendered them trusts for value, was the settlor from whom they were derived, so as to make him "the predecessor," within the meaning of the Succession Duty Act. I cannot concur in this argument. John M'Clintock the elder was never the owner of the 5000*l.* According to the argument, and to my assumption, he contracted with the intended wife that *she* should settle that sum upon certain trusts; but this is a wholly different thing from the purchase of the fund by him, and a settlement of it *by him*. If property be purchased from B. by A., and by the same or a subsequent instrument is settled by A., A. would be the predecessor. Such were the cases of *Re Jenkinson*, 24 Beav. 64, and *The Attorney-General* v. *Baker*, 4 H. & N. 19. But if, on the other hand, A. pay to B. a sum of money to induce B. to settle his estate on another, then B., and not A., would be the predecessor. John M'Clintock the elder joined in the settlement here, not in consideration of Miss Lefroy giving *him* her property, so that *he* might settle it, but in consideration, *inter alia*, of *her* settlement of her own property. The contract of the one was part of the consideration for the contract of the other, but the *act of settlement* was that of Miss Lefroy, and the fund would have remained her property to any extent to which it might in result prove to have been undisposed of by the trusts of the settlement. This is the substance of the argument of Sir Richard Bethell in *Ramsay's Settlement*, 30 Beav. 79, and it is one which I entirely adopt. The decision of Lord Romilly in that case is express upon this question. There, upon the second marriage of a lady, her intended husband settled *his* property on the children of her former marriage, and as under the same settlement the husband took a life interest in remainder, after the death of his wife in a fund brought into settlement by her, she became a purchaser for a consideration of, *inter alia*, money or money's worth of the trusts in favour of her children by the former marriage. The question was whether the husband or the wife was "the predecessor." Lord Romilly says:—"It is clear that where a contract is made for valuable consideration, by which property is settled, the property does not belong to the person who induced the other to settle it, but the property remains in the person who settles it, subject to the trusts of the settlement, and accordingly the statute uses the word '*settlor*,' as being one of the meanings of the word '*predecessor*.'"

I did not understand it to be argued for the defendant that if Lady Rathdonnell were the settlor, the purchase for value by John M'Clintock the elder of the trusts, in default of children, was a purchase for "money or money's worth," within the 17th section. The question, however, has been argued by the Crown, and having fully considered it, my opinion is that a settlement in consideration of marriage *and* of money or money's worth is not a purchase within that section. I say this, although I wish expressly to guard myself from being supposed to decide that some of the reasoning of the Lord President and Lord Shand, in the Scotch case of *The Lord Advocate* v. *Sidgwick*, Scottish Law Reporter, 1877, p. 522; 4 Rettie's Sc. Sess. Cas. (4th series), 815, is applicable to this country. The Lord President is there represented to have said:—"It seems to me that when one thing is under a contract the consideration of another, it necessarily follows that if the consideration fail the obligation of which it is the consideration fails also; and if that test be applied to the present case, I am afraid the necessary conclusion is that the one is not the consideration of the other. Suppose that from any cause the Marquis of Salisbury had failed to pay this 10,000*l.*, suppose he had been unable to do so . . . if he had become bankrupt and the provision was never paid, would the annuity provided by Mr. Balfour to his daughter-in-law have failed also? Most assuredly not. He would have been just as fully bound to provide and pay the annuity to his daughter-in-law as if the Marquis of Salisbury on the other hand had fulfilled his obligation to pay the 10,000*l.* I do not think there can be any doubt about that. Then is it possible, if that be so, to hold that the one is the consideration of the other?" Lord Shand is reported to have concurred in this reasoning.

We are not interested here in the law of Scotland applicable to entire or partial failure of consideration. I confine myself to the application to the law of Ireland of the principle laid down by the Lord President. I would agree with the passage I have read, if by the word "consideration" the learned Lord President meant the *entire* consideration; but I venture to say it is not the law of Ireland that partial failure of consideration is an answer to an action upon a promise founded upon that consideration. The Lord President proceeds to say:—"It was represented that the consideration of the obligation might be partly the counter obligation and partly the marriage, and that even in that case there was a consideration in money or money's

Digitized by Google

Fitzwilliam Street in the city of Dublin, widow," and were as follows:—

The deceased was at the time of her death possessed of property situate out of the United Kingdom, namely a mortgage upon house property in Switzerland and mortgages on lands situate in the Colony of Victoria. The above property was mentioned in the affidavit of the petitioners for the Inland Revenue, but they contended that it was not liable to estate duty. The Commissioners of Inland Revenue having notified in writing to the solicitors for the petitioners that they were advised that estate duty was payable, the petitioners being desirous of applying to the Court pursuant to the said Act, delivered to the Commissioners a written statement of the grounds of their appeal pursuant to the Rules of Court made under the said Act. These grounds were as follows:—

1. That the said mortgages were immoveable property situate out of the United Kingdom. 2. That the said mortgage debts were locally situate in Switzerland and Victoria respectively, and could not be considered as mere debts or *choses in action* apart from the property on which they were secured, or regarded as moveable property. 3. That the said mortgages and mortgage debts were property situate out of the United Kingdom, and that no legacy or succession duty would have been payable in respect thereof prior to the passing of the Finance Act, 1894, and that therefore no estate duty was payable in respect thereof under the said Act. 4. That in or about the year 1892 possession was taken on behalf of the mortgagee of the premises comprised in one of the Victorian mortgages, namely a mortgage for 600*l.*, and that the deceased as mortgagee was by her agent and receiver in possession of the rents and profits thereof at the date of her death, and that no estate duty was payable under the said Act in respect of the moneys secured by the said mortgage for 600*l.*

The said Commissioners notified in writing to the solicitors for the petitioners that they had determined to maintain in the whole their claim for estate duty in respect of the said property, on the ground that the said mortgages were personal property in respect of which under the law in force before the passing of the Finance Act, 1894, legacy duty was payable or would be so payable but for the relationship of the person to whom it passed, and as such should be included under sect. 2, sub-sect. 2, of the said Act, as property passing on the death of the deceased.

The Commissioners filed an answer, admitting the above facts, and stating that at the time of her death the deceased was domiciled in Ireland, and repeating the grounds relied on by them as above stated.

The petition having been set down for hearing, now came on before the full Court.

Samuels, Q.C. (with him, *Frederick Fleming*), for the petitioners:—First, the mortgages are immoveable property situated out of the United Kingdom, and are not liable to legacy duty, which attaches only to moveable property situate abroad. That a mortgage is immoveable property appears from Story's Conflict of Laws, s. 447; Westlake's Private International Law, ss. 148, 150; Dicey on Domicil, p. 38. In *Freke* v. *Lord Carbery*, L. R. 16 Eq. 467, the passage from Story referred to is cited with approval, as it is also in *In the Goods of Gentili*, Ir. R. 9 Eq. 541, where it is pointed out that the distinction is between things moveable and immoveable and not between things real and personal. It was held in these two cases that leasehold property, though a chattel real, and personal estate according to English law, is immoveable property, and follows the *lex loci rei sitæ*, and not the law of the domicil of the deceased. The passage in Hanson on Succession Duty, p. 160, to the effect that a mortgage debt is to be considered as assessable in the domicil of the mortgagee on the ground that the debt is to be considered apart from the security itself, is not supported by authority, and cannot apply to the mortgages situate out of the United Kingdom. In Trevor on Succession Duty, p. 60, the opinion is expressed that the liability to legacy duty of immoveable property such as leasehold property and real estate *pur autre vie* and of legacies charged upon or payable out of real estate is not affected by domicil. See also Soward on the Finance Act, 1894, p. 10. If the mortgagee dies, although the money goes to his executor, it is the charge on the land that vests in him, and not the mere debt. The land is given as security for the money. *Attorney-General* v. *Lord Sudeley*, [1895] 2 Q. B. 526, shows that the mortgages here are assets in the colony of Victoria. *Walsh* v. *The Queen*, [1894] App. Cas. 144, is in favour of the petitioners. The contention of the Crown here, as there, is that the personal obligation of the debtor is what is to be looked to in considering whether legacy duty is payable. That case goes the whole length of our contention, namely, that the mortgage is to be considered as assets where the mortgaged lands are situate, and that what is to be regarded is the immoveable security and not the mere personal obligation of the mortgagor.

That a mortgage is an interest in land is further shown by the decisions in England that a mortgage cannot be disposed of in mortmain in that country. See *Cornford* v. *Elliott*, 29 Ch. D. 947, where it was held that a mortgage was an interest in land under 9 Geo. 2, c. 36, s. 3, which could not be given by will to a charity. The point is not, is the mortgage real estate, but is it moveable property? It may become moveable, if, *e.g.*, the money is recovered by action from the mortgagor. So, too, if the testatrix had had lands in the Colony, and they had been sold, the proceeds would have become moveable. The contention of the Crown would not be maintainable if the property here were chattels real. See *Freke* v. *Lord Carbery*, L. R. 16 Eq. 467, and *In the Goods of Gentili*, Ir. R. 9 Eq. 541.

As a chattel real is an estate or interest in land, so a mortgage creates an estate or interest in land. That the dominant factor in a mortgage is the land is shown by *Sutton* v. *Sutton*, 22 Ch. D. 511, where it was held that if the remedy against the land was gone, the personal remedy was gone also. That case is cited with approval in *Lindsell* v. *Phillips*, 31 Ch. D. 291; see *per* Bowen, L.J., at p. 297. If the contention of the Crown is right that the personal obligation of the mortgagor is what is to be looked at, then a legal mortgage would be placed in an inferior position to an equitable mortgage by deposit of title deeds by reason of the existence of the covenant in the legal mortgage. The cases in which it has been held that legacy duty is payable on property situate abroad are distinguishable; *In re Ewin*, 1 Cr. & J. 151: the property there was French Rentes, which was personal or moveable. The distinction between personal and moveable is not drawn in the earlier cases. It was only moveable property that was within the scope of the Legacy Duty Acts. It was not till the decision of the House of Lords in *Thompson* v. *Advocate-General*, 12 Cl. & F. 1, that the

Digitized by Google

rule *mobilia sequuntur personam* was conclusively held to apply in the case of legacy duty.

Forbes v. *Steven*, L. R. 10 Eq. 178, is distinguishable: that was a case of partnership, and it was decided that the share of the proceeds of freehold property in India used for the purpose of a partnership, and forming part of the partnership assets, was liable to legacy duty, because under the contract of partnership the freehold property was subject to a trust for conversion, and was to be regarded as personal estate. *Stokes* v. *Ducroz*, 38 W. R. 535, was also a case of partnership and was decided on the express ground that the interest of the testator in the case was not an interest in the land in New Zealand, but an interest in money arising out of the sale of land actually directed to be converted.

Secondly, even if legacy duty would have been payable in England, it is not payable in Ireland by reason of the difference between the Legacy Duty Statutes in England and Ireland.

[In the argument reliance was placed chiefly on the 115th section of the Act 56 Geo. 3, c. 56, which is excepted from the enactments repealed by the Inland Revenue Repeal Act, 1870, 33 & 34 Vict. c. 99.]

The Attorney-General (*The Right Hon. John Atkinson, Q.C.*), *The Right Hon. C. H. Hemphill, Q.C.* (*The Solicitor-General, W. Kenny, Q.C.*; *The Right Hon. The MacDermot, Q.C.*, and *C.E. MacDermot*, with them), for the Commissioners of Inland Revenue:—First, the application of the rule *mobilia sequuntur personam* brings within the scope of the Legacy Duty Acts a mere debt due from a debtor in a foreign country, whether it is a simple contract debt, or a specialty debt, or a bond given by a person abroad with or without sureties, or a sum of money in a foreign bank; the rule applies to a mortgage, which is a security for the due payment of a specialty debt. The fact that the land of the debtor is mortgaged does not do away with the remedy of the creditor on the covenant of the debtor to pay the debt. If the creditor recovers the amount of the debt by action on the covenant or otherwise he has no longer any right to the land, and if the land proves insufficient to pay the debt he can come down upon the personal estate of the mortgagor after the lapse of many years subsequent to the death of the mortgagor, as was done in *Leahy* v. *DeMoleyns*, [1896] 1 Ir. R. 206.

Though the land mortgaged may be real estate the mortgage is always regarded in Equity as personal property: Coote on Mortgages (1880 edition), p. 1036; Williams on Executors (8th edition), Vol. I. p. 693; Vol. II. p. 669; and *Bligh* v. *Lord Darnley*, 2 P. Wms. 622. In *Flack* v. *Longmate*, 8 Beav. 420, it was decided that a wife was not dowable out of lands held in fee which had been mortgaged to her husband, although the lapse of time and circumstances were such as to render it very improbable that anyone would establish a right to the equity of redemption. This shows that a mortgage was always regarded as personal property till the mortgagee had foreclosed, and converted the estate vested in him as mortgagee into an indefeasible estate. The cases as to partnership cited on the other side support this view.

The only two instances of immoveable personal property are leaseholds, and charges on lands which are part of the realty. In Story's Conflict of Laws, s. 370, it is stated that the debt is the principal thing, and the hypothecation is the accessory. In *The Attorney-General* v. *Lord Sudeley*, [1895] 2 Q. B. 526, the question was whether a share of a foreign mortgage was liable to probate duty. It was never suggested there that a foreign mortgage would not have been liable to legacy duty. See the judgment (p. 532) referring to *The Attorney-General* v. *Dimond*, 1 Cr. & J. 356. The principal thing is the debt, which is not suspended or diminished by the fact of its being secured by a mortgage. *Walsh* v. *The Queen*, [1894] App. Cas. 144, is no authority for the contention of the petitioners. The question there was whether certain mortgages of land in Queensland made to a bank which carried on business in London and in the Australian Colonies were assets in Queensland within the meaning of a local Act imposing a dividend duty. The bank sought to escape making a return as to the mortgages by saying that the money was lent by their branch in Victoria; but the Court held that the mortgages were assets in Queensland. So here the mortgages may have been assets of the deceased in Victoria; but that is beside the point. *Sutton* v. *Sutton*, 22 Ch. D. 511, turned entirely on the words of the Statute of Limitations; the creditor there brought an action on the covenant in his mortgage deed, and was met by the defence of the statute that no action should be brought to recover any sum of money secured by any mortgage but within twelve years, and it was decided that an action on the covenant came within the very words of the Act, and that the personal remedy in the case was barred as well as the remedy against the land.

Secondly, . . . Section 115 of the Act 56 Geo. 3, c. 56, is inconsistent with the subsequent legislation. Legacy duty is payable here under the combined operation of 5 & 6 Vict. c. 82; 8 & 9 Vict. c. 76; and 16 & 17 Vict. c. 51. The schedule to 55 Geo. 3, c. 184, is the dominant enactment in Ireland as well as in England.

Frederick Fleming, in reply:— . . . As regards the first point, the principle of *Forbes* v. *Steven*, L. R. 10 Eq. 178, does not apply. The mortgagee has an interest in the land: *Toppin* v. *Lomas*, 16 C. B. 145. The observations of Lord Watson in *Walsh* v. *The Queen*, [1894] App. Cas. 144, are a general statement of the law as to what a mortgage is. Not only has the mortgagee an interest in the land, but in the present case, as appears from the petition, in one instance possession has been taken on behalf of the mortgagee. There is no duty on the executors of the testatrix to realize the assets secured by the mortgages; they will go to the residuary legatees, and they can take them *in specie*. It has been said that a residuary legatee can only take what he gets from the executor, but this applies equally to any other legacy, *e.g.* a legacy charged on land; and yet it is admitted that a legacy charged on land abroad would not be subject to legacy duty. The principal mortgages here were assets of the deceased in Victoria; they are only transferable in that country under the Transfer of Land Statute, 1866, under which no interest passes until the transfer of the mortgage is registered on the local register. Although that statute only gives the mortgagee a charge on the land, the mortgagee has the same remedies as if the real estate in the lands had been transferred to him: see sects. 42, 59, and 105 of that statute, the effect of which statute is that the mortgages must be regarded as immoveable property by the law of the Colony.

Palles, C.B.:—Two questions have been argued in this case: 1, whether sect. 115 of 56 Geo. 3, c. 56, is still in force; and 2, if not, whether, at the time of the passing of the Finance

Digitized by Google

Act, 1894, legacy duty was payable in respect of such mortgages as are mentioned in the petition.

It is admitted that sect. 115 of the Act 56 Geo. 3, was in force up to the passing of the 5 & 6 Vict. c. 82; and the sole question which I propose to consider, upon this first branch of the case, is whether the latter Act worked an implied repeal of the 115th section of the former statute.

[Upon an examination of the statutes, the learned judge came to the conclusion that the latter Act did work such an implied repeal.]

I now come to the second question, which to my mind is one which does not admit of any doubt, and must, upon settled principles of law, be ruled in favour of the Crown.

The Finance Act, 1894, s. 2 (2), enacts that "property passing on the death . . . when situate out of the United Kingdom, shall be included only if, under the law in force before the passing of this Act, legacy or succession duty is payable in respect thereof, or would be so payable but for the relationship of the person to whom it passes."

The property in question here is so situate as not to be subject to probate duty; and in that sense is, and for the purposes of this case I treat it as being, "situate out of the United Kingdom," although, in a sense, it has no *situs* of its own. But if, before the Act, legacy duty was payable in respect of it, estate duty is now payable. Thus the question is, would legacy duty have been payable before the Act upon these mortgages of foreign property? I was surprised to hear it stated that, to the present, there had not been any decision upon this question. This seems extraordinary, considering the large number of mortgages of foreign railways which are held by persons domiciled in London. If the debts secured by the mortgages were not charged upon real estate, admittedly they would have been liable to legacy duty. The basis of the decision of the House of Lords in *Thomson* v. *Advocate-General*, 12 Cl. & F. 18, is contained in the following sentence of the opinion of the Judges, as delivered by Tindal, C.J.:—"We cannot consider that any distinction can be properly made between debts due to a testator from persons resident in the country in which the testator is domiciled at the time of his death, and debts due to him from debtors resident in another and a different country; but that all such debts do equally form part of the personal property of the testator or intestate, and must all follow the same rule, namely, the law of the domicil of the testator or intestate."

Upon the other hand, it is clear that if a person domiciled in this country had, at the time of his death, an estate in land in a foreign country, which estate was not subject to redemption, and was not held as security for a debt, that estate would constitute immoveable property in the foreign country, and as such would not be subject to legacy duty. Thus the net question is, what is the effect of these debts being charged upon land in a foreign country? Do they, by reason of the mere circumstance of being so charged, lose the character they otherwise would have borne of moveable property, and by reason thereof become immoveable property, as if the estate therein of the deceased was absolute, and not by way of mortgage?

Now although, for many purposes (perhaps for all purposes), whether property so situate is to be deemed immoveable or moveable must be determined by the *lex loci rei sitæ*, that foreign law must be treated by us as a question of fact. The liability to duty depends upon and must be determined by the law of this country, although in applying that law we must have regard to the foreign law, if it be relied on as a relevant fact. But in the present case it is not contended that according to the law of the foreign country these mortgages constitute immoveable property. Had that been relied upon, the foreign law should have been ascertained as a matter of fact. The first ground of appeal is that the said mortgages are immoveable property situate out of the United Kingdom; that is, that according to the law of this country, without having recourse to the extrinsic fact of the law of the foreign country, the mortgages are immoveable property. The other grounds of appeal, with the exception of the fifth and sixth, which have not been argued, are mere variations of the first ground. In result, then, the only matter of law for our determination is whether, according to our law, a debt secured by a mortgage of land in a foreign country is moveable or immovable property; and we determine this the moment we determine whether the property is in character a debt with an accessory right to resort to the land for payment, or is in character an estate in land, measured by the amount of the debt. Now this cannot depend upon the locality of the land upon which the debt is charged. The character must be the same, whether the land is situate in a foreign country or here. This brings the matter to a point which is absolutely settled, and was determined centuries ago, when it was held that the beneficial interest in a mortgage in fee passed, upon the death of an intestate, to his administrator, and not to his heir.

There must be judgment for the Crown; but as the Attorney-General has stated that this is the first case in which the question has been argued, we shall not give costs against the appellants.

Andrews and Murphy, JJ., concurred.

Digitized by Google

Addendum to Vacation Notes of Revenue Cases.

COURT OF SESSION, FIRST DIVISION.

November 29, 1895.

Munro *v.* Inland Revenue.

Revenue—Stamp Act, 1891 (54 & 55 *Vict. c.* 39), *Schedule* 1, *voce* "*Mortgage*," *sub-s.* 5.

The following is a brief note of the points of this case which is reported in the Scottish Law Reporter, vol. 33, p. 152.

A bond and disposition in security, in the ordinary Scotch form, for the principal sum of 5000*l.*, was made in 1877. In 1887, the principal sum to the extent of 2000*l.* was paid off, and a discharge for that sum executed and stamped with 10*s.* duty. In May, 1895, the parties liable on the bond repaid the balance of 3000*l.*, and executed a discharge expressed to be in consideration of the 3000*l.* then repaid, and to be a discharge for that sum, and declaring (in the usual form of a Scotch instrument putting an end to the burden upon the land) the premises to be redeemed and disburdened of the debt. The Commissioners of Inland Revenue assessed the duty upon this instrument at 1*l.* 5*s.*, being the *ad valorem* duty of 6*d.* per cent. upon the whole (original) principal debt. The trustees who were debtors upon the bond appealed against this assessment, and maintained that the discharge being only a partial one, to the extent of 3000*l.*, it was liable to the duty (of 15*s.* only) on that amount; the 10*s.* duty already paid being imputable to the *ad valorem* duty of 6*d.* per cent. upon the 2000*l.*

For the Respondents (the Inland Revenue) it was argued (by the *Lord Advocate* and Mr. *A. J. Young*) that the 5th sub-section only applied to a total discharge, and that the 10*s.* already paid was paid upon the former partial discharge under the description of "any deed whatsoever not described in this schedule."

The Court (consisting of the Lord President, Lord Adam, Lord M'Laren, and Lord Kinnear) were of opinion that the instrument was chargeable with *ad valorem* duty of 1*l.* 5*s.*

The Lord President in giving judgment stated his view (which was concurred in by the other judges) that the 5th sub-section of the schedule (*voce* "Mortgage") applied only to such discharges as have the effect of wholly freeing the subjects of the security from that security; and that the duty was to be calculated by the maximum burden which has ever been incumbent by virtue of the security. The whole *ad valorem* duty was therefore payable on a discharge of the balance equally with a discharge of the whole money. It follows, also, that a discharge which lifts off part of the burden but leaves the security in part still incumbent, is not within the section; and that such discharges are liable to an ordinary deed stamp.

The Notes of Inland Revenue Cases for the Vacation, as announced in the issue of 22nd August last, are now concluded.

Digitized by Google

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the Law Reports, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

COURT OF APPEAL.

Record of Business.

COURT I.

Monday, October 26.

Bowler v. *Barberton Development Syndicate, Limited.* Appeal from Bruce J. Part heard.

Tuesday, October 27.

Bowler v. *Barberton Development Syndicate, Limited.* Appeal from Bruce J. *Cur. adv. vult.*

Slade v. *Hawkins.* Application for judgment or new trial. Dismissed.

White v. *Granada Steamship Company, Limited.* Application for judgment or new trial. Dismissed.

Wednesday, October 28.

O'Meara v. *Burns.* Application for judgment or new trial. Allowed.

Hooper v. *Holme and King.* Application for judgment or new trial. Part heard.

Thursday, October 29.

Hooper v. *Holme and King.* Application for judgment or new trial. Dismissed.

Jackson v. *Kruger & Co.* Application for judgment or new trial. Dismissed.

Holophane, Limited v. *Hesseltine.* Application for judgment or new trial. Allowed.

COURT II.

Monday, October 26.

Debenture Corporation, Limited v. *Murietta.* Appeal from Chitty J. Part heard, and ordered to stand over.

J. Brinsmead & Sons v. *T. E. Brinsmead & Sons, Limited.* Appeal from North J. Dismissed.

Pottle v. *Sharp.* Appeal from Chitty J. Dismissed.

Tuesday, October 27.

De la Rochefoucauld v. *Boustead.* Appeal from Kekewich J. Part heard.

Digitized by Google

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ABERDEIN, *In re.* HAGON *v.* ABERDEIN	*Chitty J.*	154
BRIDGE *v.* HOWARD	*Div. Ct.*	154
DOUGLASS *v.* PINTSCH'S PATENT LIGHTING COMPANY	*Romer J.*	155
ERNEST *v.* LOMA GOLD MINES	*C. A.*	154
GRIFFITH *v.* TOWER PUBLISHING COMPANY	*Stirling J.*	154
HENLEY, *In re.* ALCOCK *v.* HENLEY	*North J.*	154
HORN & FRANCIS, *In re.*	*Chitty J.*	155
NOBBS, *In re.* NOBBS *v.* LAW REVERSIONARY INTEREST SOCIETY	*Kekewich J.*	155
PAINE, *In re. Ex parte* READ	*Vaughan Williams J.*	154
PROUT *v.* COCK	*North J.*	155
SHIELDS *v.* HOWARD	*Div. Ct.*	155
WEST DERBY UNION (GUARDIANS OF) *v.* METROPOLITAN LIFE ASSURANCE SOCIETY. GUARDIANS OF WEST DERBY UNION *v.* PRIESTMAN	*North J.*	156

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, October 30.

In re Bridgman. Minutes of order to be mentioned. Dismissed.

In re Bradley. Ex parte The Debtor. Appeal from Mr. Registrar Giffard. Dismissed.

In re Braun. Ex parte The Debtor. Appeal from Mr. Registrar Giffard. Dismissed.

In re Hodges. Ex parte The Debtor. Appeal from Mr. Registrar Giffard. Dismissed.

In re Taylor. Ex parte The Debtor. Appeal from Mr. Registrar Linklater. Dismissed.

In re Flowers & Co. Ex parte Petitioning Creditors. Appeal from Mr. Registrar Hope. Dismissed.

SATURDAY, October 31.

Darlow v. *Bland.* Application for judgment or new trial. *Cur. adv. vult.*

Stamp v. *Williams and Jones.* Application for judgment or new trial. Struck out.

Hartland v. *Yapp.* Application for judgment or new trial. Part heard.

MONDAY, November 2.

Hartland v. *Yapp.* Application for judgment or new trial. Dismissed.

In re Robert Honey. Appeal from Cave J. Struck out.

Allmond v. *Muirhead.* Appeal from Grantham J. Dismissed.

Western v. *Bailey.* Appeal from Wills J. Part heard.

TUESDAY, November 3.

Western v. *Bailey.* Appeal from Wills J. Dismissed.

WEDNESDAY, November 4.

Turner v. *Baker.* Appeal from Wills J. Allowed.

THURSDAY, November 5.

Manchester, Sheffield and Lincolnshire Railway Company v. *Guardians of the Poor of Doncaster Union.* Appeal from Day J. Allowed.

COURT II

THURSDAY, October 29.

De la Rochefoucauld v. *Boustead.* Appeal from Kekewich J. Part heard.

FRIDAY, October 30.

De la Rochefoucauld v. *Boustead.* Appeal from Kekewich J. Part heard.

MONDAY, November 2.

De la Rochefoucauld v. *Boustead.* Judgment reserved.

TUESDAY, November 3.

National Guardian Assurance Company, Limited v. *Foulston.* Appeal from Day J. Dismissed.

The Queen v. *Lord Leigh and Others.* Appeal from Cave and Wills JJ Part heard.

WEDNESDAY, November 4.

Collinson v. *Simpson.* Appeal from Cave J. Allowed.

Ernest v. *Loma Gold Mines.* Appeal from Chitty J. Judgment reserved.

De la Pryme v. *Foster.* Appeal from Cave J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 154 (1).

1. **ADULTERATION—MILK**—*Sufficiency of certificate—Sale of Food and Drugs Act*, 1875 (c. 63), s. 18. In a prosecution under the Sale of Food and Drugs Act, 1875, the certificate of the public analyst stated that the sample submitted to him contained 6 per cent. of added water, and went on to say, "This opinion is based on the fact that the sample contained 7·97 per cent. solids other than fat, whereas genuine milk contains not less than 8·5 per cent. solids not fat":—*Held*, distinguishing *Fortune* v. *Hanson*, [1896] 1 Q. B. 202, that the certificate was good although it did not state the constituent parts of the sample analyzed. BRIDGE *v.* HOWARD. Oct. 28. Divisional Court (Grantham and Kennedy JJ.).

Counsel: *Earle.* Solicitor: *Richard Nicholson.*

A. P. P. K.

2. **BANKRUPTCY — FRAUDULENT PREFERENCE** — *Payment into bank to meet accommodation bill—"Creditor"—The Bankruptcy Act*, 1883 (c. 52), s. 48. The word "creditor" in sect. 48 of the Bankruptcy Act, 1883, includes a contingent creditor, that is to say, a person who at the date of the payment would be entitled, if the debtor became bankrupt, to prove in the bankruptcy in respect of a contingent liability. Where, therefore, a debtor, within three months of his bankruptcy and with a view to prefer C., paid into his bankers a sum of money to meet a bill which C. had accepted for his accommodation and which the bankers had discounted:—*Held*, that the payment was a fraudulent preference of C. within sect. 48. *In re* PAINE. *Ex parte* READ. Nov. 2. Vaughan Williams J.

Counsel: *Muir Mackenzie; F. C. Willis.* Solicitors: *Pritchard, Englefield & Co.; W. H. Smith & Son.* H. L. F.

3. **COMPANY—BLANKS IN PROXY**—*Stamp Act*, 1891 (c. 39), s. 80. Notice of the intention to hold an extraordinary general meeting of shareholders to confirm a special resolution, giving the date, place, and hour of meeting, and a copy of the resolution, was sent to all the members of the company. Accompanying this notice was a circular from the chairman and secretary, with a proxy attached, asking that the proxy might be returned to the directors in favour of the resolution. The proxy omitted the day and hour of the meeting. The secretary, having discovered the omission, sent a post-card to each member stating that by a printer's error the day and hour had been omitted, requesting the member to fill them up, and saying that if the form had been returned to him in blank he should assume that he had authority to fill it up, and he accordingly filled up those blanks in various proxies:—*Held*, affirming the decision of Chitty J., [1896] 2 Ch. 572, that these proxies were valid and had properly been used. On another point in the appeal, judgment was reserved. ERNEST *v.* LOMA GOLD MINES, LIMITED. Nov. 4. C. A. (Lindley and A. L. Smith L.JJ.).

Counsel: *Ashton Cross; Byrne, Q.C.*, and *E. W. Stock.* Solicitors: *W. T. Hart; Powell & Burt.* H. C. J.

4. **CONTRACT—AUTHOR AND PUBLISHER**—*Publishing agreement—Assignability.* The principle established in *Hole* v. *Bradbury*, 12 Ch. D. 886, that a publishing agreement between an author and a publisher, or a firm of publishers, is personal to the individuals entering into it, and that the benefit of such an agreement is not assignable by the publisher without the consent of the author, applies equally to the case of a publishing agreement between an author and a limited company. GRIFFITH *v.* TOWER PUBLISHING COMPANY, LIMITED. Oct. 30. Stirling J.

Counsel: *Millar, Q.C.*, and *T. B. Napier; Hastings, Q.C.*, and *E. Ford.* Solicitors: *Harrison & Davies; McKenna & Co.*

G. A. S.

5. **FRIENDLY SOCIETY—FRIENDLY SOCIETIES ACT, 1875** (c. 60), s. 15, sub-s. 7—*Treasurer—Secretary—Officer of the society—"By virtue of his office."* Under the rules of a friendly society a treasurer was appointed, whose duty was to render an account of all moneys received and paid by him, to take charge of the funds, and pay all demands; and also a secretary, whose duty was to keep the accounts and perform the usual secretarial duties. The secretary, with the knowledge and consent of the trustees of the society and the treasurer, received moneys of the society and misapplied them. On his death an action was commenced to administer his estate, and a claim was carried in by the trustees of the society to be paid in full in priority to other creditors.

Held, following *Ex parte Fleet*, 4 De G. & Sm. 52, that though an officer of the society the secretary had not received the moneys so misapplied by virtue of his office within sub-sect. 7 of sect. 15 of the Friendly Societies Act, 1875, so as to give the trustees a priority. *In re* ABERDEIN. HAGON *v.* ABERDEIN. Oct. 29. Chitty J.

Counsel: *Levett, Q.C.*, and *Macnaghten; Byrne, Q.C.*, and *Micklem.* Solicitors: *Collyer-Bristow, Russell, Hill & Co.*, for *Mills & Reeve*, Norwich; *Storey, Cowland & Hill*, for *Sadd & Bacon*, Norwich. G. M.

6. **JUDICATURE ACT, 1875** (c. 77), s. 10—**RULES OF ADMINISTRATION.** In an action to administer an insolvent estate, a secured creditor realized his security and proved for the balance of his debt; the debts proved were paid in full:—*Held*, that a

Digitized by Google

question between that creditor and the general creditors as to interest was not governed by the rules in bankruptcy. *In re* HENLEY. ALCOCK *v.* HENLEY. Nov. 4. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Henry Terrell*; *Everitt, Q.C.*, and *Peterson*; *Vernon Smith, Q.C.*, and *W. H. Coltman.* Solicitors: *Andrew, Wood & Co.*, for *Rooker & Bazeley*, Bideford; *Hays, Schmettau & Ancrum*; *F. Millett.* D. P.

---

7. METROPOLIS — STREET MUSIC — *Householder requiring musician to depart without giving reason—27 & 28 Vict. c. 55, s. 1.* By sect. 1 of 27 & 28 Vict. c. 55, "any householder within the Metropolitan Police District . . . may require any street musician or street singer to depart from the neighbourhood of the house of such householder on account of the illness, or on account of the interruption of the ordinary occupations or pursuits of any inmate of such house, or for other reasonable or sufficient cause"; and the section goes on to provide for a penalty on any person continuing to sing or play after being "so required" to depart:—*Held*, that the householder, when requiring the musician or singer to depart, must give his reason for doing so. SHIELDS *v.* HOWARD. Oct. 29. Divisional Court (Grantham and Kennedy JJ.).

Counsel: *A. D. Sceales.* Solicitor: *John Swinford Francis.* A. P. P. K.

---

8. MORTGAGE—REDEMPTION—*Reversioner—Right to redeem.* An estate, which had been mortgaged in fee by a testator, was devised by him in effect to his wife during the minority of his two children, and when they were of age it was to be equally divided between his wife and children, whichever of them might be living at that time. After the testator's death the widow mortgaged her interest under the will to the original mortgagee, and she died while the children were still infants. The children (by a next friend) commenced a redemption action against the mortgagee, the widow's administrator being a co-defendant.

Held, on the authority of *Ravald* v. *Russell*, Yo. 9, that the plaintiffs, being reversioners, were not entitled during the continuance of the particular estate to redeem the mortgage without the consent of the mortgagee as owner of the particular estate by way of mortgage. PROUT *v.* COCK. Nov. 4. North J.

Counsel: *L. Ryland*; *Dauney.* Solicitors: *G. K. Wright*; *Street, Poynder & Whatley.* W. L. C.

---

9. PATENT, &c., ACT, 1883 (c. 57), s. 32—EXPIRED PATENT—*Threats—Letter to third parties—Injunction.* The defendants had for some years supplied certain harbour and railway companies with gas buoy lanterns constructed under a patent which had expired. The plaintiff obtained an order from one of the customers of the defendants for gas buoy lanterns, founded to some extent on the expired patent, the defendants' tender being rejected. The managing director of the defendants then wrote the customer, "I am very much afraid that the matter will lead to a great deal of difficulty and unpleasantness, and you must not be surprised if this company applies for an injunction against Mr. Douglass to restrain him from selling his gas buoy lanterns":—*Held*, on the evidence, that the letter was written by the defendants "claiming to be patentees," and was a threat within sect. 32 of the Patent, &c., Act, 1883, and an injunction was granted accordingly. DOUGLASS *v.* PINTSCH'S PATENT LIGHTING COMPANY, LIMITED. Oct. 29. Romer J.

Counsel: *Moulton, Q.C.*, and *Walter*; *Neville, Q.C.*, and *Kirby.* Solicitors: *Bridger & Son*; *Blyth, Dutton & Co.* H. L. F.

---

10. PRACTICE—ORIGINATING SUMMONS—*Rules of Supreme Court, Order* LIV. A, *r.* 1—*Application by mortgagor without offering to redeem.* Under Order LIV. A, r. 1, a mortgagor may apply by originating summons for the determination of a question of construction arising under the mortgage deed without offering to redeem. Where the mortgagor of a reversionary interest applied under the rule for the determination of the question whether she was entitled to redeem during the period fixed by the mortgage deed for the continuance of the loan:—*Held*, that the Court was bound to decide the question, and ought not to require the mortgagor to offer to redeem. *In re* NOBBS. NOBBS *v.* LAW REVERSIONARY INTEREST SOCIETY. Oct. 29. Kekewich J.

Counsel: *Renshaw, Q.C.*, and *Godefroi*; *MacSwinney.* Solicitors: *H. Cubitt Ireland*; *Caprons, Dalton, Hitchins & Brabant.* C. C. M. D.

---

11. SOLICITOR—COSTS—*Taxation—Scale fee—Lease in consideration of rent and premium—Fee for negotiating—General order under Solicitors' Remuneration Act*, 1881 (*c.* 44), *Sched. I., Part II., rule* 5. Messrs. Horn & Francis acted as solicitors for the lessor in respect of a lease granted in consideration of a premium of 5000*l.* and an annual rental of 250*l.* The lessee agreed to pay all costs for which the lessor was liable. The solicitors included in their bill of costs in respect of the lease, in addition to the scale fee chargeable under Sched. I., Part II., in respect of rent amounting to 29*l.*, and the deducing fee chargeable on the premium amounting to 45*l.* (charged by virtue of rule 5 of the rules to Part II. of Sched. I.), a further fee of 40*l.* in respect of negotiating. The bill was referred for taxation on the application of the lessee, and the taxing master disallowed the 40*l.*

On summons by the solicitors to review the taxation, it was contended that though in the case of a lease granted in consideration of a rent only, the scale fee on the rent provided by

Digitized by Google

Part II. of Sched. I., covered all negotiations, yet that, where a lease was in consideration of a premium as well "the further sum equal to the remuneration on a purchase at a price equal to such premium" provided by rule 5, authorized the allowance of a scale fee for negotiating as well as a scale fee for deducing title.

Held, following *In re Field*, 29 Ch. D. 608, and *In re Robson*, 45 Ch. D. 71, that the taxing master was right in disallowing the fee for negotiating, as if it were allowed the solicitors would be paid twice over, as the scale fee on the rent covered the fee for negotiating. *In re* HORN & FRANCIS. Oct. 29. Chitty J.

Counsel: *C. E. E. Jenkins; O. Leigh Clare.* Solicitors: *Horn & Francis; Walfords.* G. M.

12. STATUTE—CONSTRUCTION—*Poor Law Loans Act*, 18 (c. 11), *s.* 2—*Guardians of the poor—Mortgage—Power to redee* Guardians of the poor have power, under an order of the Loc Government Board, to pay off a loan contracted since the 24 of April, 1871, without the consent of the lenders. GUARDIA OF WEST DERBY UNION *v.* METROPOLITAN LIFE ASSURAN SOCIETY. GUARDIANS OF WEST DERBY UNION *v.* PRIESTMA Nov. 4. North J.

Counsel: *Cozens-Hardy, Q.C., Swinfen Eady, Q.C., R. Parker* and *Cleaver; Sir R. T. Reid, Q.C., Danckwerts* and *Crawle* Solicitors: *Sharpe, Parker, Pritchards & Barham*, for *Cleaver Co.*, Liverpool; *Travers Smith, Braithwaite & Robinson; Ewa Foster & Co.* D. P.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
EASTMAN PHOTOGRAPHIC MATERIALS COMPANY'S TRADE-MARK, *In re*	*Kekewich J.*	158
ERNEST v. LOMA GOLD MINES	*C. A.*	158
FOXWELL v. VAN GRUTTEN	*Kekewich J.*	158
KIPPING, *Ex parte*	*Div. Ct.*	158
LAWRENCE v. ADAMS	*North J.*	158
PITTS v. GEORGE & CO.	*C. A.*	158
REG. v. SMALLMAN	*C. C. R.*	157
ST. JOHN'S, HACKNEY (VESTRY OF) v. HUTTON	*Div. Ct.*	158

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, November 6.

In re Betts. Appeal from Mr. Registrar Giffard. Allowed.
In re Tetley. Appeal from Vaughan Williams J. Dismissed.
Didcot, Newbury, and Southampton Railway Company v. *Great Western Railway Company and London and South Western Railway Company.* Appeal from Collins J. and Sir F. Peel. Part heard.

MONDAY, November 9.

Didcot, Newbury, and Southampton Railway Company v. *Great Western Railway Company and London and South Western Railway Company.* Appeal from Collins J. and Sir F. Peel. Dismissed.

TUESDAY, November 10.

Wallace v. *White.* Application for judgment or new trial. Dismissed.
Lancaster v. *Clough & Co.* Application for judgment or new trial. Dismissed.

WEDNESDAY, November 11.

Taff Vale Railway Company v. *Davis & Sons, Limited.* Appeal from Pollock B. and Bruce J. Dismissed.
Young v. *Bailey.* Application for judgment or new trial. Dismissed.

THURSDAY, November 12.

Matthews v. *Earle.* Application for judgment or new trial. Dismissed.
Peel v. *Gough.* Application for judgment or new trial. Part heard.

COURT II.

THURSDAY, November 5.

De la Pryme v. *Foster.* Appeal from Cave J. Dismissed.
The Queen v. *Lord Leigh and Others.* Appeal from Cave and Wills JJ. *Cur. adv. vult.*
Fox v. *Jerome.* Appeal from Day J. Part heard.

FRIDAY, November 6.

Pitts v. *George & Co.* Appeal from Kekewich J. Allowed.
Fox v. *Jerome.* Appeal from Day J. Dismissed.
Lockett v. *Lagunas Nitrate Company.* Appeal from Day J. Stands over.
Potter v. *Burrell.* Appeal from Day and Lawrance JJ. Part heard.

SATURDAY, November 7.

Potter & Co. v. *Burrell & Son.* Appeal from Day and Lawrance JJ. Dismissed.
Whyte v. *Lord Balfour of Burleigh.* Appeal from Cave J. Dismissed.

MONDAY, November 9.

Doyle v. *De Verragaude.* Appeal from Cave J. Allowed.
Binns v. *Christen.* Appeal from Day J. Dismissed.
Yorkshire Trust, Limited v. *Lancashire Trust and Mortgage Insurance Corporation, Limited.* Appeal from Pollock B. Stands over.

TUESDAY, November 10.

Ernest v. *Loma Gold Mines, Limited.* Appeal from Chitty J. Dismissed.
Lockett v. *Lagunas Nitrate Company.* Appeal from Day J. Stands over.
Eley v. *Read.* Appeal from Chitty J. Dismissed.
Mutual Reserve Fund Life Association v. *New York Life Assurance Company.* Appeal from Pollock B. Dismissed.

WEDNESDAY, November 11.

Collicott v. *South Staffordshire Mines Drainage Commissioners.* Appeal from Kekewich J., after being part heard. Stands over.
In re Arbitration between Graydon and his Trustees in Bankruptcy, and Arbitration between Graydon and Bassett. Appeal from Day J. Allowed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 157 (1).

1. **ASSISTANT OVERSEER—SERVANT OF INHABITANTS OF PARISH.** An assistant overseer of a parish who had been appointed to his office by the parish council under sect. 5 of the Local Government Act, 1894 (56 & 57 Vict. c. 73), was indicted for embezzling certain money collected by him from the ratepayers:—*Held*, that he was rightly charged in the indictment as being the servant of the inhabitants of the parish and not of the parish council, and that the money so embezzled was rightly laid as the property of the inhabitants. THE QUEEN *v.*

Digitized by Google

SMALLMAN. Nov. 7. C. C. R. (Lord Russell of Killowen C.J., Pollock B., Hawkins, Grantham and Lawrance JJ.).

Counsel: *Macmorran, Q.C.*, and *Gwynne James*; *Cranstoun*. Solicitors: *Prior, Church & Adams*; *Braund*. J. F. C.

---

2. BANKRUPTCY — DISCHARGE OF BANKRUPT — *After-acquired property—Beneficed clergyman—Sequestration of benefice—Future profits—Bankruptcy Act*, 1883 (*c.* 52), *ss.* 30, 52. A beneficed clergyman having been adjudicated a bankrupt in April, 1889, the trustee in the bankruptcy, on May 31, 1889, obtained from the bishop a sequestration of the profits of the benefice, by which the sequestrator was directed, after making certain payments, to pay the residue of the profits to the trustee. On May 9, 1894, the bankrupt obtained an order of discharge. He then brought an action against the trustee, claiming a declaration that, as against the trustee, the plaintiff from and after the date of the discharge was entitled to receive the profits of the benefice, and an injunction to restrain the defendant from receiving the residue thereof.

Held, that for this purpose there was no distinction between the Bankruptcy Act, 1869, and the Bankruptcy Act, 1883; that the profits of the benefice accruing due after the discharge were not after-acquired property of the bankrupt; and, on the authority of *Ex parte Chick*, 11 Ch. D. 731, that the trustee in the bankruptcy was, notwithstanding the discharge, entitled to receive the residue of the profits under the sequestration until the debts provable in the bankruptcy had been paid. The action was accordingly dismissed. LAWRENCE *v.* ADAMS. Nov. 3. North J.

Counsel: *St. Gerrans*; *J. G. Wood*. Solicitors: *Withalls & Belton*; *Coode, Kingdon & Cotton*. W. L. C.

---

3. COMPANY—MEETING OF SHAREHOLDERS—*Special resolution—Show of hands—Proxies—Companies Act*, 1862 (*c.* 89), *s.* 51. At a meeting of shareholders of a company convened for the purpose of passing a special resolution, a member who holds a number of proxies, only counts as one on a show of hands. The decision of Chitty J., [1896] 2 Ch. 572, affirmed: C. A. affirming his decision on another point, see p. 154 (3) *ante*. ERNEST *v.* LOMA GOLD MINES, LIMITED. Nov. 10. C. A. (Lindley and A. L. Smith L.JJ.).

Counsel: *Ashton Cross*; *Byrne, Q.C.*, and *E. W. Stock*. Solicitors: *W. T. Hart*; *Powell & Burt*. H. C. J.

---

4. COPYRIGHT—IMPORTATION OF COPIES PRINTED IN THE COUNTRY WHERE BOOK WAS FIRST PRINTED — *Copyright Amendment Act*, 1842 (*c.* 45)—*International Copyright Act*, 1844 (*c.* 12). The plaintiff was entitled to the copyright in England of a work originally published in Germany. The defendant imported for sale in England copies of the book printed in Germany by the owner of the German copyright:—*Held*, by the Court of Appeal, reversing the decision of Kekewich J., that, notwithstanding the exception in sect. 10 of the International Copyright Act of books printed in the country in which they were first published, the plaintiff was entitled to restrain the importation, as sect. 10 of the International Copyright Act gave to persons entitled to copyright under it the same rights and privileges as if the book had been first published in England. PITTS *v.* GEORGE & Co. Nov. 6. C. A. (Lindley and Rigby L.JJ., *dissentiente* Lopes L.J.).

Counsel: *Cozens-Hardy, Q.C.*, and *Ingpen*; *Scrutton*. Solicitors: *W. M. Tilson*; *Mann & Taylor*. H. C. J.

---

5. METROPOLIS — PUBLIC HEALTH (LONDON) ACT, 1891 (c. 76), s. 37, sub-ss. 3, 5—*Discretion of magistrate*. The decision of a sanitary authority acting under sect. 37 of the Public Health (London) Act, 1891, that a house is not furnished with proper and sufficient water-closet accommodation, is final, subject only to an appeal under sub-sect. 5 to the county council; and where the owner or occupier of a house is summoned for non-compliance with a notice of the sanitary authority to provide such accommodation, the magistrate has no jurisdiction to reverse the decision of the sanitary authority and to hold that the accommodation is not required. VESTRY OF ST. JOHN'S, HACKNEY *v.* HUTTON. Nov. 3. Div. Ct. (Grantham and Wright JJ.).

Counsel: *Beven*; *Carrington*. Solicitors: *Tiddeman*; *Stones, Morris & Stone*. W. J. B.

---

6. PRACTICE—EJECTMENT ACTION—*Defendant in possession—Receiver—Jurisdiction—Judicature Act*, 1873 (*c.* 66), *s.* 25, *sub-s.* 8. In a pending action to recover possession of land the Court has, under sect. 25, sub-sect. 8, of the Judicature Act, 1873, jurisdiction to appoint a receiver at the instance of the plaintiff, although the defendant is in possession, but the receiver takes subject to the rights of prior incumbrancers. FOXWELL *v.* VAN GRUTTEN. Oct. 30. Kekewich J.

Counsel: *Renshaw, Q.C.*, and *Mark Romer*; *Warrington, Q.C.*, and *Boome*. Solicitors: *Robbins, Billing & Co.*, for *James Clarke*, Preston; *Collyer-Bristow, Russell, Hill & Co.* G. I. F. C.

---

7. RAILWAY STATION—REFUSAL OF CABMAN TO DRIVE CAB INTO. By sect. 17 of the London Hackney Carriage Act, 1853 (c. 33), "Every driver of a hackney carriage who shall refuse to drive such carriage to any place within the limits of this Act, not exceeding six miles, to which he shall be required to drive any person hiring or intending to hire such carriage," shall be liable to a penalty:—*Held*, that the inside of a railway station, although the private property of the railway company, is a "place" within the meaning of the section. *Ex parte* KIPPING. Nov. 10. Div. Ct. (Grantham and Wright JJ.).

Counsel: *Roskill*. Solicitors: *Pattinson & Brewer*. J. F. C.

---

8. TRADE-MARK — PHOTOGRAPHY—"*Solio*"—*Registration—Reference to character of goods—Patents, Designs, and Trade Marks Act*, 1888 (*c.* 50), *s.* 10 (*e*). The word "Solio" held not to be registrable in connection with photographic printing paper, as having "reference to the character of the goods" within sect. 10 (*e*) of Patents, Designs, and Trade Marks Act, 1888. *In re* EASTMAN PHOTOGRAPHIC MATERIALS COMPANY'S TRADE-MARK. Nov. 6. Kekewich J.

Counsel: *Moulton, Q.C.*, and *Kerly*; *Sir R. Webster, A.-G.*, and *Ingle Joyce*. Solicitors: *Bird, Moore & Strode*; *Solicitor to Board of Trade*. G. I. F. C.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
CLIFFORD v. GURNEY	*Kekewich J.*	161
DE TABLEY (LORD), *In re.* LEIGHTON v. LEIGHTON	*North J.*	162
FOXWELL v. VAN GRUTTEN	*C. A.*	161
MANNHEIM, THE	*Gorell Barnes J.*	159
NEWELL v. NEWELL	*North J.*	160
POTTER & CO. v. BURRELL & SON	*C. A.*	162
REG. v. LORD LEIGH	*C. A.*	161
REG. v. MAYOR, &c., OF HASTINGS	*Div. Ct.*	160
ROYAL INSURANCE COMPANY, APPS.; WATSON, RESP.	*H. L.*	161
ST. MARTIN-IN-THE-FIELDS (VESTRY OF) v. WARD	*C. A.*	161
SALOMON (PAUPER), APP.; SALOMON & CO., RESPS.	*H. L.*	160
SIMS v. TROLLOPE & SONS	*C. A.*	160
SUDELEY (LORD) AND OTHERS, APPS.; ATTORNEY-GENERAL, RESP.	*H. L.*	162
UNIVERSO INSURANCE COMPANY OF MILAN v. MERCHANTS' MARINE INSURANCE COMPANY	*Collins J.*	160
WALTHAMSTOW URBAN DISTRICT COUNCIL v. HENWOOD	*Kekewich J.*	161
WILMOT v. ALTON	*C. A.*	160

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, November 13.

Peel v. *Gough.* Application for judgment or new trial. Dismissed.
Clarke v. *Sax.* Appeal from Mathew J. Dismissed.
North Eastern Railway Company v. *Brunton & Son.* Appeal from Cave and Wills JJ. Dismissed.

SATURDAY, November 14.

Vestry of St. Martin-in-the-Fields v. *Ward.* Appeal from Wills J. Dismissed.
Bensaude v. *Thames and Mersey Marine Insurance Company.* Appeal from Collins J. Part heard.

MONDAY, November 16.

Yorkshire Trust, Limited v. *Lancashire Trust and Mortgage Insurance Corporation, Limited.* Appeal from Pollock B. Postponed.
Lockett v. *Lagunas Nitrate Company, Limited.* Appeal from Day J. Settled.
Allen v. *Bailey.* Appeal from Day J. Dismissed.
Macfadyen v. *Fletcher.* Appeal from Collins J. Dismissed.
Devereux v. *White & Co.* *Same* v. *Same* (consolidated). Appeal from Day J., and cross-notice of Devereux and Heiron. Part heard.
Vignoles v. *Morgan.* Appeal from Lawrance J. Dismissed.

TUESDAY, November 17.

Bensaude v. *Thames and Mersey Marine Insurance Company.* Appeal from Collins J. Allowed.

WEDNESDAY, November 18.

Sims v. *Trollope & Sons.* Appeal from Grantham J. Dismissed.
Hood Barrs v. *Crossman & Prichard.* Appeal from Pollock B. Dismissed.
Wilmot v. *Alton.* Appeal from the Lord Chief Justice. Dismissed.
Lord Gerard v. *Kent County Council.* Appeal from Cave and Wills JJ. Part heard.

THURSDAY, November 19.

Lord Gerard v. *Kent County Council.* Appeal from Cave and Wills JJ. *Cur. adv. vult.*

COURT II.

FRIDAY, November 13.

In re Cash's Contract. Appeal from Stirling J. Dismissed.
In re Blackburn. *Blackburn* v. *Blackburn.* Appeal from Romer J. Part heard.

SATURDAY, November 14.

The Queen v. *Lord Leigh and Others.* *In re Kinchant.* Appeal from Cave and Wills JJ. Allowed.

MONDAY, November 16.

In re Blackburn. *Blackburn* v. *Blackburn.* Appeal from Romer J. Dismissed.
Debenture Corporation, Limited v. *C. de Murrietta & Co., Limited.* Appeal from Chitty J. Part heard.

TUESDAY, November 17.

Debenture Corporation, Limited v. *C. de Murrietta & Co, Limited.* Appeal from Chitty J. Dismissed.
International Financial Society, Limited v. *Baring Bros. & Co.* Appeal from Romer J. Part heard.

WEDNESDAY, November 18.

Ripley v. *Baudey.* Appeal from Kekewich J. Stands over to answer affidavits.
Foxwell v. *Van Grutten.* Appeal from Kekewich J. Allowed.
International Financial Society, Limited v. *Baring Bros. & Co.* Appeal from Romer J. Dismissed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 159 (1).

1. **ADMIRALTY—PRACTICE**—*Action in rem—Lis alibi pendens—Staying proceedings—Bail.* On the 10th of February, 1894, a collision occurred near Rotterdam between the British steamship *Salisbury* and the German steamship *Mannheim.* The agents at Rotterdam of the owners of the two vessels, on behalf

Digitized by Google

of the respective captains, entered into mutual agreements to be answerable in damages to the extent of 50,000 guilders, with domicil at the offices of the agents at Rotterdam, and by agreement Lloyd's surveyor at Rotterdam made an estimate of the amount of damage sustained by each vessel; but negotiations for arbitration fell through, and on the 6th of November, 1896, when the *Mannheim* came into the Tyne, she was arrested in an action *in rem* instituted by the owners of the *Salisbury*.

The defendants, the owners of the *Mannheim*, moved the Court, on the authority of *The Christiansborg*, 10 P. D. 141, for an order for the release of the vessel, on the ground that the security given was equivalent to a purchase of immunity from arrest.

Held, that the motion must be dismissed as no legal proceedings had been instituted in Holland, and nothing in the guarantee barred the right of arrest in this country. THE MANNHEIM. Nov. 17. Gorell Barnes J.

Counsel: *Sir Walter Phillimore; Aspinall, Q.C.*, and *Butler Aspinall*. Solicitors: *Thomas Cooper & Co.; Botterell & Roche*.

T. L. M.

---

2. ATTACHMENT—CONTEMPT—*Disobedience of order of Irish Court—Power of English Court*—41 *Geo.* 3, *c.* 90, *s.* 6. Motion by the plaintiff in an action brought in the High Court of Justice in Ireland, Chancery Division, that the plaintiff might be at liberty to issue a writ of attachment against the defendant, J. S. Newell, for his contempt in not having obeyed an order made by that Court on the 7th of May, 1896. By an order of the Lord Chancellor, dated the 10th of August, it was ordered that the order of the Irish Court (which had been exemplified to the English Court) should be enrolled in the English High Court, and this was done on the 28th of August. The defendant was in England.

Held, on the authority of *Hazleton* v. *Bright, Weekly Notes*, 1873, p. 3, and *Pennefather* v. *Short, Weekly Notes*, 1866, pp. 102, 126, subject to the accuracy of those reports being verified by the registrar, that the Court had, under the Act 41 Geo. 3, c. 90, s. 6, power to make the order asked for.

Time was given to the defendant, who appeared in person, to apply to the Irish Court to discharge the order of the 7th of May, which he alleged to have been irregularly obtained. NEWELL *v.* NEWELL. Nov. 12. North J.

Counsel: *Peterson*. Solicitor: *C. Howard Austin*.

W. L. C.

---

3. BANKRUPTCY—CONTRACT FOR SUPPLY OF CHATTELS ON HIRE—*Equitable assignment of future payments under hiring.* Judgment of the Lord Chief Justice, reported [1896] 2 Q. B. 254, affirmed. WILMOT *v.* ALTON AND ANOTHER. Nov. 18. C. A. (Lord Esher M.R., Lopes L.J., and Rigby L.J.).

Counsel: *Cooper Willis, Q.C.*, and *Hawtin; H. Reed, Q.C.*, and *Scarlett*. Solicitors: *H. Reid; J. C. Button*. E. L.

---

4. BILL OF SALE—ATTESTING WITNESS—*Description—Bills of Sale Act*, 1882 (*c.* 43), *s.* 9. Where the witness attesting the execution of a bill of sale had no occupation, and the attestation clause gives his name and address, but no description of him, the bill of sale is void as not being in accordance with the form in the schedule to the Bills of Sale Act, 1882. SIMS *v.* TROLLOPE & SONS. Nov. 18. C. A. (Lord Esher M.R., Lopes L.J., and Rigby L.J.).

Counsel: *Jelf, Q.C.*, and *Clavell Salter; Marchant*. Solicitors: *Alfred Slater; Trollope & Winckworth*. E. L.

---

5. COMPANY — DEBENTURES — *One-man company—Private company—Limited Liability—Sole trader—Winding-up—Liability to indemnify company in respect of debts—Companies Act*, 1862 (*c.* 89), *s.* 6. Decision of Court of Appeal, [1895] 2 Ch. 323, after consideration reversed with costs here and below (the costs here to be taxed according to the rule in pauper cases), their Lordships being of opinion that the scheme referred to in the order of the Court of Appeal was not "contrary to the true intent and meaning of the Companies Act, 1862," and that there was no fraud on the creditors. A. SALOMON (PAUPER), APP.; SALOMON & Co., RESPS. Nov. 16. H. L. (Lord Halsbury L.C. and Lords Watson, Herschell, Macnaghten, Davey, and Morris).

Counsel: *Cohen, Q.C., Buckley, Q.C., M'Call, Q.C.*, and *Muir Mackenzie; Farwell, Q.C.*, and *Theobald*. Solicitors: *Ralph Raphael & Co.; S. M. & J. B. Benson*. J. M. M.

---

6. INSURANCE, MARINE — LIABILITY OF BROKER FOR PREMIUMS. The general rule of law, founded on mercantile custom, whereby the broker, and not the assured, is liable to the underwriters for the premiums on a policy of marine insurance, is not limited to the ordinary form of Lloyd's policy, but extends also to policies containing a promise on the part of the assured to pay the premiums. UNIVERSO INSURANCE COMPANY OF MILAN *v.* MERCHANTS' MARINE INSURANCE COMPANY. Nov. 13. Commercial Court (Collins J.).

Counsel: *Channell, Q.C.*, and *Carver; Joseph Walton, Q.C.*, and *J. A. Hamilton*. Solicitors: *Thomas Cooper & Co.; Waltons, Johnson, Bubb & Whatton*. W. J. B.

---

7. LOCAL GOVERNMENT—SEWERS—*Single drain draining several houses—Liability to repair—Public Health Act*, 1875 (*c.* 55), *s.* 41—*Hastings Improvement Act*, 1885 (*c. cxcvi.*), *s.* 148. Section 41 of the Public Health Act, 1875, empowers a local authority, on application made to them stating that a drain is a nuisance or injurious to health, to enter the premises, and, if the drain appears to be in bad condition, or to require alteration or amendment, to give notice to the owner or occupier to do the necessary works. Section 148 of the Hastings Improvement Act, 1885, in cases where two or more houses are connected with a single private drain which conveys their drainage into a public sewer, gives the corporation all the powers conferred by sect. 41 of the Act of 1875. The owner of several houses connected with a single drain conveying their drainage into a public sewer applied for a mandamus to the corporation to repair and maintain the drain. No application had been made under sect. 41 of the Act of 1875:—*Held*, that the Act of 1885 did not empower the corporation to require the owner to repair and maintain the drain, and the corporation were liable to repair and maintain it. THE QUEEN *v.* MAYOR, &c., OF HASTINGS. Nov. 6. Div. Ct. (Grantham and Wright JJ.).

Counsel: *Macmorran, Q.C.*, and *S. G. Lushington; Beaumont, Q.C.*, and *A. H. Trevor*. Solicitors: *Charles H. W. Osborn*, for

Digitized by Google

Young, Son & Coles, Hastings; *Lydall & Sons*, for *B. F. Meadows*, Town Clerk of Hastings. P. B. H.

---

8. METROPOLIS — NEW SEWER IN SUBSTITUTION FOR SEWER DISCONTINUED—*Connecting drain, expense of making—Metropolis Management Act*, 1855 (*c.* 120), *ss.* 69, 73. Where a vestry in the metropolis have made a new sewer in substitution for an old one which is discontinued under the Metropolis Management Act, 1855, s. 69, they cannot make the owner of premises which drained into the old sewer pay the expense of making a drain connecting his premises with the new sewer under sect. 73 of the Act, although the drain which connected his premises with the old sewer was insufficient. VESTRY OF ST. MARTIN-IN-THE-FIELDS *v.* WARD. Nov. 14. C. A. (Lord Esher M.R., Lopes L.J. and Rigby L.J.).

Counsel: *Macmorran, Q.C.*, and *Beven*; *Channell, Q.C.*, and *R. C. Glen*. Solicitors: *Fladgate & Co.*; *Angell, Imbert-Terry & Page*. E. L.

---

9. PENSION — CANCELLATION — *Chief constable of county—Incapacity by infirmity—Attendance for medical examination—Police authority — Illegal stoppage of pension — Mandamus — Police Act*, 1890 (*c.* 45), *s.* 1 (*a*), (*b*); *s.* 5, *sub-ss.* 1, 3, 4, 7; *s.* 12. The Standing Joint Committee of Warwickshire, who are the police authority for the county, required their former chief constable, to whom they had granted a pension on the ground of incapacity by infirmity, to attend at Warwick on the 31st of August, 1894, between 12 and 3 p.m., for the purpose of being examined by two doctors, and if he failed to do so his pension was to be cancelled and he was to be struck off the list of pensioners. The pensioner, who had assigned his pension to a trustee for himself, his wife and family, was residing in Portugal, and had been already privately examined at Warwick in the previous month of March by a doctor who had certified his continued infirmity. In the year 1891 the pensioner had been declared a bankrupt, and in 1892 a warrant had been issued against him on the ground that he being out of England did not attend his adjourned examination in bankruptcy on the 11th of May, 1892.

The pensioner did not attend at Warwick in compliance with the requisition of the joint committee, and they cancelled the pension.

Held, (1) upon the evidence, that the joint committee had used their power under the Police Act, 1890, sect. 5, of requiring the attendance at Warwick of the pensioner, not for the purpose of satisfying themselves as to his continued incapacity, but for the purpose of assisting the Bankruptcy Court; and consequently that they had exceeded their jurisdiction, and the pensioner was not bound to comply with their requisition; (2) that the committee had no power under the Act to cancel the pension without giving the pensioner the option of reinstatement in the force; (3) that the committee had power to prescribe the time and place for the examination; and (4) that the pensioner and his assignee were entitled to a mandamus calling upon the committee to show cause why they should not pay to the applicants the arrears of the pension. THE QUEEN *v.* LORD LEIGH AND OTHERS. Nov. 14. C. A. (Lindley and A. L. Smith L.JJ.).

Counsel: *Dickens, Q.C.*, and *Atherley Jones*; *Channell, Q.C.*, and *Darlington*. Solicitors: *C. Perrott Smith*; *Field & Roscoe*, for *Field*, Leamington. W. W. K.

---

10. PRACTICE—DEBT—*Leave to sign judgment—Judgment not signed—Administration—Priority—Rules of the Supreme Court, Order* XIV.; *Order* XLI, *rr.* 3, 4. An order under Order XIV., giving the plaintiff liberty to sign final judgment for a debt against the administratrix of a deceased debtor is not equivalent to signing judgment, and therefore, if not followed up by the actual signing of judgment, does not give the plaintiff priority over other creditors in the administration of the estate. CLIFFORD *v.* GURNEY. Nov. 11. Kekewich J.

Counsel: *Micklem*; *Dunham*. Solicitors: *Pearce-Jones & Co.*; *C. P. Pritchard*. G. I. F. C.

---

11. PRACTICE—EJECTMENT ACTION—*Defendant in possession—Receiver—Jurisdiction—Judicature Act*, 1873 (*c.* 66), *s.* 25, *sub-s.* 8. In a pending action to recover possession of land, the Court has, under sect. 25, sub-sect. 8, of the Judicature Act, 1873, jurisdiction to appoint a receiver at the instance of the plaintiff though the defendant is in possession, where the Court is satisfied that it is just and convenient so to do. Principle of decision of Kekewich J., *ante* p. 158 (6), affirmed; order reversed on the facts. FOXWELL *v.* VAN GRUTTEN. Nov. 18. C. A. (Lord Russell of Killowen C.J., Lindley and A. L. Smith L.JJ).

Counsel: *Warrington, Q.C.*, and *Boome*; *Renshaw, Q.C.*, and *Mark Romer*. Solicitors: *Collyer-Bristow & Co.*; *Robbins Billing & Co.*, for *James Clarke*, Preston. H. C. J.

---

12. PUBLIC HEALTH ACT, 1875 (*c.* 55), *s.* 267—NOTICE—*Service by post—Evidence*. Under sect. 267 of the Public Health Act, 1875, in order to prove service of a notice by letter through the post, it is necessary to show that the letter was "prepaid." An affidavit stating that a notice by letter disputing an apportionment of drainage expenses was addressed to the local authority, and put into the post by the deponent, but not stating that the letter was prepaid, was held insufficient as evidence of service. WALTHAMSTOW URBAN DISTRICT COUNCIL *v.* HENWOOD. Nov. 11, 12. Kekewich J.

Counsel: *Naldrett*; *Fleetwood Pritchard*. Solicitors: *G. Houghton*; *H. H. Wells*. C. C. M. D.

---

13. REVENUE—INCOME TAX—*Assessment of profits or gains—Deduction—Sum employed as capital—Income Tax Act*, 1842 (*c.* 35), *s.* 100, *Sched. D, Case* 1, *Rule* 3; *Cases* 1 & 2, *Rule* 1. Decision of Court of Appeal, [1896] 1 Q. B. 41, affirmed without hearing respondent's counsel, and appeal dismissed with costs on the ground that the sum paid to the manager was, as a matter of fact, part of the consideration for the purchase of the business and was therefore a sum "employed as capital" in the concern, and could not be deducted in the assessment of profits. Their Lordships reserved their opinions upon the other questions raised by the decision of the Court of Appeal. ROYAL INSURANCE COMPANY, APP.; WATSON, RESP. Nov. 12. H. L. (Lord Halsbury L.C. and Lords Herschell, Macnaghten, Shand, and Davey).

Counsel: *Joseph Walton, Q.C.*, and *W. H. Horsfall* (*A. Hyslop*

Digitized by Google

Maxwell with them); *Sir R. Finlay, Q.C.*, and *Danckwerts.* Solicitors: *G. L. P. Eyre & Co.*, for *Garnett, Tarbet & Co.* Liverpool; *Solicitor of Inland Revenue.* J. M. M.

---

14. REVENUE — PROBATE DUTY — *Foreign mortgage — Local situation of asset.* Decision of the Court of Appeal, [1896] 1 Q. B. 354), affirmed without hearing the respondent's counsel, and appeal dismissed with costs. LORD SUDELEY AND OTHERS, APPS.; ATTORNEY-GENERAL, RESP. Nov. 13. H. L. (Lords Halsbury L.C. and Lords Herschell, Macnaghten, Shand, and Davey).

Counsel: *Channell, Q.C., Farwell, Q.C.*, and *A. M. Bremner*; *Sir R. E. Webster, A.-G., Sir R. Finlay, S.-G.*, and *Vaughan Hawkins.* Solicitors: *J. A. Bertram; Solicitor of Inland Revenue.* J. M. M.

---

15. SHIP — CHARTERPARTY — *Successive ships—Approximate dates of arrival—Obligation of charterers to load—Damages for detention of ship—Towage clause—Delay—Salvage service—Allowable deviation.* A charterparty (excepting perils of the sea and allowing towage service) provided for the successive arrival at a foreign loading port of five steamers, between August and December inclusive, "as nearly as possible a steamer a month," at approximate dates afterwards agreed upon, and imposed upon the charterers the obligation of presenting cargo within twenty-four hours after notice of each ship's readiness to receive it. Owing to perils of the sea, ship No. 2 arrived about a fortnight late; and, while she was loading, ship No. 3 arrived punctually. There was not sufficient labour to load the two ships at once, and ship No. 3 had to wait for her cargo till the loading of ship No. 2 was completed:—*Held*, that the shipowners were entitled to damages for the detention of ship No. 3.

Ship No. 4 arrived three weeks late at her Australian port owing to her having, while on the voyage to that port, fallen in with a disabled ship and towed her to Mauritius as a salvage service. Such towage was out of the course of the voyage and took three weeks to effect. The arbitrator having found that the delay caused by this towing was not so great as to frustrate the object of the adventure:—*Held*, that the salvage service was an allowable deviation within the contract between the shipowners and the charterers, and consequently that the charterers were bound to load ship No. 4 on her arrival. POTTER & CO. *v.* BURRELL & SON. Nov. 7. C. A. (Lindley and A. L. Smith L.JJ.) affirming Day and Lawrance JJ.

Counsel: *Cohen, Q.C.*, and *T. E. Scrutton; Bigham, Q.C.*, and *J. E. Bankes.* Solicitors: *Parker, Garrett & Holman; Botterell & Roche.* W. W. K.

---

16. TENANT FOR LIFE AND REMAINDERMAN — SETTLED ESTATE — *Repairs of mansion-house — Payment of cost out of capital—Jurisdiction of Court.* A testator by his will made in 1881 devised his real estate, and bequeathed his residuary personal estate, unto and to the use of three trustees, their heirs, executors, and administrators, according to the nature of the property, upon trust to make a settlement of his real estate upon trust for his sister, for her life, for her separate use without power of anticipation, but, nevertheless, without impeachment of waste, with remainder to her second and other younger sons successively in tail male, with remainders over. The settlement was to contain powers of management, leasing, sale and exchange and partition, and to reinvest the proceeds of sale in lands to be settled to the same uses as the land sold. Until a settlement had been made the trustees were to stand possessed of the real estate upon such trusts and subject to such powers as it would be subject to in case the settlement had been made. The trustees were to stand possessed of the testator's residuary personalty upon trust to convert the same into money, and with the proceeds to purchase lands to be settled in the same manner as the real estate. The trustees might postpone the conversion and reinvestment so long as they should think fit, and might make out of the income or capital of his personal estate any outlay for the benefit of his estate. The testator died in November, 1895. In July, 1896, the testator's sister, the first tenant for life under the will, took out a summons, to which the trustees and the plaintiff's infant son, the first tenant in tail in remainder, were defendants, asking that the trustees might be directed, out of the testator's personal estate in their hands, to apply a sufficient portion in payment for certain proposed repairs to the roof and other parts of the mansion-house. The tenant for life and the infant tenant in tail were living in the house. There was evidence that the testator had neglected to keep the house in proper repair, and that the roof was in a dangerous state by reason of dry rot. An architect, who had examined the house, deposed that it was absolutely necessary for the safety of the house, and to avoid a complete collapse of the roof, that the repairs in question should be done. The cost was estimated at 1140*l.* The plaintiff deposed that she estimated the net annual income of the settled realty and personalty at 7500*l.*, and that the annual cost of keeping up the mansion-house, stables, gardens, &c., would amount to about 1500*l.* "It would be impossible for me to pay for the cost of the proposed work out of my income without serious embarrassment, as it would involve a great reduction in my present expenditure, if I am to do my duty as a resident landowner, and, owing to the neglect of the last seven years, the ordinary estate repairs will be unusually heavy during the next three or four years." It was admitted that the Settled Land Acts did not apply:—

Held, that the evidence did not shew that the proposed repairs were in the nature of salvage the cost of which it was impossible to pay otherwise than out of capital, and that therefore the Court had (independently of the special provisions of the will) no power under its general jurisdiction to direct the payment of the costs out of capital.

Held also, that the power given by the will to the trustees, to make out of the income or capital of the personal estate any outlay for the benefit of the estate, did not authorize the trustees to make out of capital any payment which would otherwise have been properly payable only out of income, or *vice versâ*.

In re LORD DE TABLEY. LEIGHTON *v.* LEIGHTON. Nov. 14. North J.

In re De Teissier, [1893] 1 Ch. 153, followed.

In re Jackson, 21 Ch. D. 786; *In re Household*, 27 Ch. D. 553; and *Conway* v. *Fenton*, 40 Ch. D. 512, distinguished.

Counsel: *Swinfen Eady, Q.C.*, and *Butcher*; *Vernon Smith, Q.C.*, and *Methold.* Solicitors: *Chester & Co.*; *Rowcliffes, Rawle & Co.* W. L. C.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BROWN, *In re.* BROWN *v.* ACOMB	*Chitty J.*	164
CLARKE, APP.; EARL OF DUNRAVEN, RESP. THE SATANITA	*H. L.*	164
CURRIE *v.* M'KNIGHT	*H. L.*	164
MIDDLESEX (COUNTY COUNCIL OF) *v.* ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION	*C. A.*	164
PATTLE *v.* HORNIBROOK	*Stirling J.*	164
STREATHAM AND GENERAL ESTATES COMPANY, *In re*	*Chitty J.*	164
WOOD, *In re. Ex parte* FANSHAWE	*Vaughan Williams J.*	163

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, November 20.

County Council of Middlesex v. *Assessment Committee of St. George's Union.* Appeal from Cave and Wills JJ. Dismissed.

MONDAY, November 23.

Cannon Brewery Company, Limited v. *Gilby.* Appeal from Day J. Dismissed.

Same v. *Same,* Appeal from Day J. Dismissed.

Mile End Distillery Company, Limited v. *Gilby.* Appeal from Day J Dismissed.

Lerison v. *Verbands Zeitung für die Verein Credit Reform, &c.* Appeal from Day J. Dismissed.

TUESDAY, November 24.

Weldon v. *Faithful.* Application for judgment or new trial. Dismissed.

Hewitt v. *Spiers & Pond, Limited.* Application for judgment or new trial. Dismissed.

Newman v. *Smith.* Application for judgment or new trial. Dismissed.

West of England Fire and Life Insurance Company v. *Isaacs.* Appeal from Collins J. Part heard.

WEDNESDAY, November 25.

West of England Fire and Life Insurance Company v. *Isaacs.* Appeal from Collins J. Dismissed.

THURSDAY, November 26.

London County Council v. *Grove.* Appeal from Pollock B. and Bruce J. Part heard.

COURT II.

THURSDAY, November 19.

Marsh v. *Joseph.* Appeal from Kekewich J. The appeal of the Attorney-General.
Same v. *Same.* The appeal of J. E. Green.
Same v. *Same.* The appeal of J. Clear. Part heard.

FRIDAY, November 20.

In re Robinson. Wright v. *Tugwell.* Appeal from North J. *Cur. adv. vult.*

Liebig's Extract of Meat Company, Limited v. *Chemists' Co-operative Society, Limited, and Others.* Appeal from Kekewich J. Dismissed.

MONDAY, November 23.

Marsh v. *Joseph.* Appeal from Kekewich J. The appeal of the Attorney-General.
Same v. *Same.* The appeal of J. E. Green.
Same v. *Same.* The appeal of J. Clear. Hearing continued.

TUESDAY, November 24.

Ditto. Hearing concluded. *Cur. adv. vult.*

In re Stewart-Keown. Boyd v. *Gilmour.* Appeal from North J. To be mentioned on minutes.

Harris v. *Bourne & Grant.* Appeal from Romer J. Part heard.

WEDNESDAY, November 25.

Edwards v. *Harris.* Motion for security for costs of appeal. Granted.

Ripley v. *Bandey.* Appeal from Kekewich J. Allowed.

Fairclough v. *Manchester Ship Canal Company.* Appeal from Kekewich J. Ordered to stand over for further evidence.

British Natural Premium Provident Association v. *Bywater.* Appeal from Kekewich J. Allowed.

Harris v. *Bourne & Grant.* Appeal from Romer J. Allowed in part.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 163 (1).

1. **BANKRUPTCY — JURISDICTION** — *Charging order — Solicitors Act,* 1860 (*c.* 127), *s.* 28—*Bankruptcy Act,* 1883 (*c.* 52), *ss.* 93, 104. The judge of the High Court in Bankruptcy has no jurisdiction, as such, to make a charging order under sect. 28 of the Solicitors Act, 1860; but as a judge of the High Court, before whom any such matter or proceeding has been heard or

Digitized by Google

shall be depending, he has jurisdiction to make such an order. *In re* WOOD. *Ex parte* FANSHAWE. Nov. 10. Vaughan Williams J.

Counsel: *Hansell; Muir Mackenzie.* Solicitors: *H. H. Fanshawe; Raphael & Co.* H. L. F.

---

2. COMPANY — LIQUIDATION — *Debentures—Charge on property both present and future—Uncalled capital.* The company was authorized by its memorandum and articles to borrow on a charge of any of its property, both present and future, including its uncalled capital. In 1890 debentures were issued which charged "the undertaking and all the property whatsoever and wheresoever both present and future" with payment of the sums advanced. The company subsequently went into liquidation:—*Held*, that the debentures were a charge on the property of the company as it existed at the commencement of the winding-up, but did not include the then uncalled capital. *In re* STREATHAM AND GENERAL ESTATES COMPANY, LIMITED. Nov. 19. Chitty J.

Counsel: *R. E. Moore; Peterson; A. W. Rowden.* Solicitors: *C. H. T. Wharton; J. D. Arthur; H. C. Godfray.* W. C. D.

---

3. ESCROW — AGREEMENT FOR LEASE — *Parol evidence* The plaintiff, a spinster, signed an agreement for a lease of a house to her by the defendant, and was at the same time informed by the defendant's solicitor that it was subject to the defendant being satisfied as to her responsibility. The defendant afterwards signed the agreement, and gave it to his solicitor with instructions not to part with it unless the plaintiff obtained two other persons as joint lessees. The plaintiff declined to comply with this condition:—*Held*, that evidence to shew that the parties never came to an agreement was admissible; that the true effect of the transaction was that the defendant declined to enter into an agreement on the terms of the written document, but made a counter offer which was declined, and that there was no contract. PATTLE *v.* HORNIBROOK. Nov. 21. Stirling J.

Counsel: *Germaine; Hastings, Q.C.,* and *Younger.* Solicitors: *Rogers, Hartley & Bastard; Nisbet, Daw & Nisbet.* H. B. H.

---

4. POOR-RATE — EXEMPTION — *County Council—Occupation for administrative purposes—Rateability. Held* (affirming the judgment of a Divisional Court, reported [1896] 2 Q. B. 143), that premises used by a county council for the purposes of the administrative business of the county are not exempt from rating. COUNTY COUNCIL OF MIDDLESEX *v.* ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION. Nov. 20. C. A. (Lord Esher M.R., Lopes L.J. and Rigby L.J.).

Counsel: *Danckwerts; Bosanquet, Q.C.,* and *Ryde.* Solicitors: *R. Nicholson; W. J. Fraser.* E. L.

---

5. SHIP—COLLISION — *Damages—Contract overriding limitation of liability—Merchant Shipping Act Amendment Act,* 1862 (*c.* 63), *s.* 54. Decision of the Court of Appeal, [1895] P. 248, affirmed without hearing the respondent's counsel. CLARKE, APP.; EARL OF DUNRAVEN, RESP.; THE SATANITA. Nov. 19. H. L. (Lord Halsbury L.C., and Lords Herschell, Macnaghten, Shand, and Davey).

Counsel: *Sir R. T. Reid, Q.C.,* and *E. H. Pollard; Sir W. Phillimore, Joseph Walton, Q.C.,* and *L. Batten.* Solicitors: *Thomas Cooper & Co.; Waltons, Johnson, Bubb & Whatton.* J. M. M.

---

6. SHIP — MARITIME LIEN FOR DAMAGES — *Mortgagee.* The British law that if, for the actual collision between two ships, one of them only is to blame she must bear a maritime lien for the amount of the damage sustained by the other, which has priority not only to the interest of her owner but of her mortgagees, obtains in Scotland.

But it is of the essence of this rule that the damage in respect to which a maritime lien is admitted must be either the direct result of, or the natural consequence of, a wrongful act or manœuvre of the ship to which it attaches. Where, therefore, the vessel *E.* was moored by ropes passing over the vessel *D.* and a gale arising the master of *D.*, to secure the safety of his vessel by sailing to sea, cut the moorings of *E.*, which in consequence drifted on the rocks and was damaged, such a case does not fall under the rule of maritime lien; and a mortgagee of *D.* must be preferred to the owner of *E.*; the injuries sustained by *E.* not being owing to any movement of the vessel *D.* but wholly occasioned by an act of *D.*'s crew—not done in the course of her navigation, but for the purpose of removing an obstacle which prevented her from starting on her voyage out to sea. CURRIE *v.* M'KNIGHT (22 R. 607). Nov. 16. H. L. (Lord Halsbury L.C., and Lords Watson, Herschell, Morris, and Shand).

Counsel: *Joseph Walton, Q.C.,* and *A. S. D. Thomson* (of the Scottish Bar); *A. Graham Murray, L.A., Q.C.,* and *Sir Walter Phillimore, Q.C.* Solicitors: *Thomas Cooper & Co.,* for *John E. Wilson,* Glasgow; *Morton, Smart & Macdonald, W.S.,* Edinburgh; *Grahames, Currey & Spens,* for *Webster, Will & Ritchie, S.S.C.,* Edinburgh. G. J. W.

---

7. WILL — CONSTRUCTION — *Gift to "surviving children"—One survivor only.* A testator, who died in 1844, made five specific devises of his copyhold property to his five children, subject to the life interest therein of their mother, and continued: "And if any or either of my said children should happen to die without having lawful issue their share or shares of such property to go and be equally divided among the surviving children share and share alike."

One of the daughters died a spinster in 1895; at her death her brother Joseph was the testator's only surviving child; and the question was whether the daughter's share passed on her death without issue to her brother Joseph, as the surviving child of the testator, or to her customary heir.

Held, following *Hearn* v. *Baker*, 2 K. & J. 383, that "surviving children" included a sole surviving child, and consequently that the daughter's share passed to her brother Joseph. *In re* BROWN. BROWN *v.* ACOMB. Nov. 18. Chitty J.

Counsel: *T. L. Wilkinson; G. Henderson.* Solicitors: *Long & Gardiner,* for *E. C. Browning,* Redditch.

W. C. D.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
ATKINSON *v.* MORRIS	*C. A.*	167
LEVER, *In re.* CORDWELL *v.* LEVER	*Stirling J.*	167
NELSON *v.* ANGLO-AMERICAN LAND MORTGAGE AND AGENCY COMPANY	*Stirling J.*	166
PARKDALE, THE	*Div. Ct.*	166
PETTY *v.* TAYLOR	*Kekewich J.*	167
ROUNDWOOD COLLIERY COMPANY, *In re.* LEE *v.* ROUNDWOOD COLLIERY COMPANY	*Stirling J.*	166
ROWLAND *v.* MICHELL	*C. A.*	167
SMELTING COMPANY OF AUSTRALIA *v.* COMMISSIONERS OF INLAND REVENUE	*C. A.*	167
STEPHENSON, *In re.* DONALDSON *v.* BAMBER	*C. A.*	168
TURB *v.* WYNNE	*Collins J.*	167
WILD *v.* SOUTHWOOD	*Vaughan Williams J.*	166
WRAGG (E. J.), *In re*	*Vaughan Williams J.*	166

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, November 27.

London County Council v. *Grove.* Appeal from Pollock B. and Bruce J. Dismissed.

SATURDAY, November 28.

Plymouth, Stonehouse and Devonport Trams Company v. *General Tolls Company, Limited.* Appeal from Day J. Allowed.
Rockingham Railway and Jarradale Timber Company, Limited v. *Allen.* Appeal from Mathew J. Part heard.

MONDAY, November 30.

Galloway v. *Edleston.* Appeal from Day J. Allowed.
Roberts v. *Security Company, Limited.* Appeal from Grantham and Wright JJ. Dismissed.
Engelhart v. *Farrant & Co. and T. J. Lipton.* Appeal from Grantham and Wright JJ. Part heard.

TUESDAY, December 1.

Engelhart v. *Farrant & Co. and T. J. Lipton.* Appeal from Grantham and Wright JJ. *Cur. adv. vult.*
Rockingham Railway and Jarradale Timber Company, Limited v. *Allen.* Appeal from Mathew J. Dismissed.

WEDNESDAY, December 2.

Engelhart v. *Farrant & Co. and T. J. Lipton.* Appeal from Grantham and Wright JJ. Dismissed.
Smelting Company of Australia, Limited v. *Commissioners of Inland Revenue.* Appeal from Pollock B. and Bruce J. Dismissed.
Attorney-General v. *Baron Wolverton.* Appeal from Pollock B. and Bruce J. Part heard.

COURT II.

THURSDAY, November 26.

In re Horwitz and Holden's Contract. Appeal from Kekewich J. Dismissed.
In re Stephenson. Donaldson v. *Bamber.* Appeal from Kekewich J. Allowed.
In re Economic Fire Office. Appeal from Vaughan Williams J. Part heard.

SATURDAY, November 28.

In re Robinson. Wright v. *Tugwell.* Appeal from North J. Dismissed.

FRIDAY, November 27.

In re Economic Fire Office. Appeal from Vaughan Williams J. Dismissed.
Russell v. *Hayward.* Appeal from Romer J. Part heard.

MONDAY, November 30.

Russell v. *Hayward.* Appeal from Romer J. Allowed.
Perkins v. *Knight.* Appeal from Romer J. Part heard.

TUESDAY, December 1.

Perkins v. *Knight.* Appeal from Romer J. Dismissed.
Atkinson v. *Morris.* Appeal from Gorell Barnes J. Part heard.

WEDNESDAY, December 2.

Atkinson v. *Morris.* Appeal from Gorell Barnes J. Dismissed.
Rowland v. *Michell.* Appeal from Romer J. Dismissed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 166 (1).

1. ADMIRALTY — WAGES — *Forfeiture — Deductions — Merchant Shipping Act*, 1894 (*c.* 60), *s.* 232—*Gratuities to master.* In an action *in rem* in a county court, by a master for wages and disbursements, the owners of the vessel contended that a sum of 116*l.* was improperly deducted by the master for "slops" supplied by him to seamen whose wages were forfeited by desertion, and that a sum of 45*l.* should be credited to the owners, being the total of three gratuities received by the master from the merchants on the discharge of cargoes. On appeal:—

Held, affirming the decision of the county court judge, first, that the "wages forfeited for desertion" which are to be paid into the Exchequer, under sect. 232 of the Merchant Shipping Act, 1894 (c. 60), are the wages due after all proper deductions have been made, in which deductions the master may include the price of stores supplied to the seamen on account of wages with the knowledge of the owners; and, secondly, that the master was entitled to retain sums given him by merchants by way of gratuity for doing his duty extra well both to the merchants and to his owners. THE PARKDALE. Dec. 1. Divisional Court (Sir F. H. Jeune Pres., and Gorell Barnes J.).

Counsel: *Lauriston Batten; Aspinall, Q.C.*, and *T. E. Mansfield.* Solicitors: *Day, Russell & Brougham*, for *C. A. M. Lightbound*, Liverpool; *Collins & Turney*, Whitehaven. T. L. M.

---

2. BANKRUPTCY — JUDGMENT CREDITOR — *Charging order on judgment debtor's share in a partnership—Bankruptcy of judgment debtor—"Secured creditor"—Partnership Act*, 1890 (*c.* 39), *s.* 23—*Bankruptcy Act*, 1883 (*c.* 52), *ss.* 45, 168. On the 27th of April, W. Wild, a judgment creditor of W. Southwood, obtained, under sect. 23 of the Partnership Act, 1890, an order charging Southwood's interest in a partnership with the payment of the judgment debt and costs. On the 1st of June a bankruptcy petition was presented against Southwood grounded on an act of bankruptcy committed by him on the 17th of April. Wild was not aware of the act of bankruptcy when he obtained his charging order. On the 2nd of June the partners of Southwood, on a summons taken out by Wild, were ordered to pay into Court the amount of the judgment debt and costs, which they did. On the 15th of June a receiving order was made against Southwood. On a summons taken out by Wild that the money in Court might be paid out to him:—*Held*, that as the title of the trustee in bankruptcy related back to the 17th of April, Wild was not a "secured creditor" of the bankrupt within the meaning of sect. 168 of the Bankruptcy Act, 1883; neither had he completed his execution by seizure and sale within the meaning of sect. 45 of the Bankruptcy Act, 1883. The trustee in bankruptcy was therefore entitled to the money in Court. WILD *v.* SOUTHWOOD. Nov. 16. Vaughan Williams J.

Counsel: *H. Terrell; Hansell.* Solicitors: *Wild & Wild; Field, Roscoe & Co.* H. L. F.

3. COMPANY—DISTRESS—*Voluntary winding-up—Injunction—Mining lease—Bills of Sale Act*, 1878 (*c.* 31), *ss.* 4, 6—*Registration. Semble*, the Court has power to restrain further proceedings under a distress levied at the commencement of a winding-up, but not completed by sale; but this power will not be exercised in the absence of special circumstances rendering it inequitable to allow the landlord to proceed. The fact that a landlord has levied a distress in the interval between the passing of the two resolutions necessary for a voluntary winding-up is not a ground for the interference of the Court. A power of distress in a mining lease empowering the landlord to seize chattels belonging to the lessee in or about the demised premises, or any adjoining or neighbouring collieries, for arrears of rent, is a licence to take possession of personal chattels as security for a debt within sect. 4 of the Bills of Sale Act, 1878, and is not excepted from the operation of that section by sect. 6, and the lease containing such power requires registration as a bill of sale. *In re* ROUNDWOOD COLLIERY COMPANY. LEE *v.* ROUNDWOOD COLLIERY COMPANY. Nov. 28. Stirling J.

Counsel: *Buckley, Q.C.*, and *Eustace Smith; Hastings, Q.C.*, and *Upjohn; Younger.* Solicitors: *J. & R. Gole; Bell, Brodrick & Gray*, agents for *Parker, Rhodes & Co.*, Rotherham; *Radford & Frankland*, agents for *Pashley & Hodgkinson*, Rotherham. H. B. H.

---

4. COMPANY—REGISTER OF MORTGAGES—*Right of Debenture-holder to inspect and take copies—Companies Act*, 1862 (*c.* 89) *s.* 43. The right of a creditor or member of a company to inspect the register of mortgages under sect. 43 of the Companies Act, 1862, includes a right to take copies of the register. NELSON *v.* ANGLO-AMERICAN LAND MORTGAGE AND AGENCY COMPANY, LIMITED. Nov. 28. Stirling J.

Counsel: *Buckley, Q.C.*, and *R. Younger; Hastings, Q.C.*, and *A. James.* Solicitors: *Henry Smith; Dale, Newman & Hood.* G. A. S.

---

5. COMPANY—WINDING-UP—*Contributory—Shares issued at discount—Private company—Excessive price for property sold to company—Practice.* The Court disapproves of the practice of uniting in one summons a claim for misfeasance in respect of the alleged improper issuing of shares, and a claim for a declaration that persons are liable as contributories in respect of such shares. And although it is sometimes convenient, when it is sought to obtain a decision as to the liability of a class of contributories, for the liquidator to issue a summons asking for a declaration as to their liability, it is not the ordinary practice to do so, and an additional claim for an order for payment of the amount of the liability is wrong. The practice to be ordinarily followed is that pointed out by the statutes and rules, viz., for the liquidator to make out a list of contributories and have the question of liability determined on an application to remove a name or names from the list. The principle of the rule, that filing a written contract with the Registrar of Joint Stock Companies does not free the shareholder from the obligation to pay for the shares in cash where they have been received as a bonus or gift, applies to cases where some consideration has been given for shares, but the consideration being grossly inadequate is a sham *pro tanto*. The Court may in such a case

Digitized by Google

(at any rate when the consideration for the shares is property sold to the company by persons who are both vendors to it and the shareholders in it) go behind the contract in a winding-up to ascertain what part of the consideration is real and what part unreal or illusory; but the onus lies on the liquidator to make out a special case to justify the Court in so doing; and the Court will inquire into the adequacy of the consideration as a whole, and will not readily suspect insufficiency because to one or more items of the property sold an excessive consideration has been appropriated in the contract. *In re* E. J. Wragg, Limited. Nov. 30. Vaughan Williams J.

Counsel: *Sir R. B. Finlay, S.-G., Buckley, Q.C.*, and *Howard Wright; Herbert Reed, Q.C.*, and *Coldridge; Carrington.* Solicitors: *Young & Son; Colyer & Colyer; A. E. Greville.*

F. E.

---

6. **COPYRIGHT — LITERARY AND ARTISTIC** — *Registration—Validity—Trustee or agent—Book containing drawings—Copyright Act*, 1842 (*c.* 45), *s.* 13—*Fine Arts Copyright Act*, 1862 (*c.* 68), *ss.* 1, 4. Where drawings for a trade catalogue were, by the direction of the managing director of a printing company, drawn by an artist for the company, and were paid for by the company and used in their business, and the copyright in the drawings was registered under the Fine Arts Copyright Act, 1862, in the name of the managing director, but without any entry of an agreement in writing vesting the copyright in him, and the copyright in a book which contained the drawings, and the letterpress in which was prepared by the managing director, was registered in his name under the Copyright Act, 1842:—*Held*, in an action brought by the company and the managing director as plaintiffs in respect of an alleged infringement of the copyright in the drawings, that as the managing director acted throughout on behalf of the company and did not in his personal character acquire any copyright in the drawings, he was an agent of, and not a trustee for the company; and that, as he was not the person "for or on behalf of" whom the drawings were "made or executed" within sect. 1 of the Act of 1862, nor the "person in whom the copyright was vested" within sect. 4 of the same Act, the registration in his name under that Act was bad:—*Held*, further, that the fact that he was the author of the letterpress in the book would not entitle him to protection in respect of the drawings of which he was not the author; and that as he was not the "proprietor" of the copyright of the book within sect. 13 of the Act of 1842, the registration under that Act was also bad:—*Held*, therefore, that although the company, whose nominee he was, happened to be co-plaintiffs, the action was not maintainable. Under the Act of 1862 it is not necessary that any agreement in writing should be entered on the register where registration is in the name of the person for or on behalf of whom a work of art is made or executed for a good or valuable consideration. Petty *v.* Taylor. Nov. 17, 18, 19. Kekewich J.

Counsel: *Warrington, Q.C.*, and *Israel Davis; Renshaw, Q.C., Tindal Atkinson, Q.C.*, and *Errington; Dibdin.* Solicitors: *Herbert Bentwich; Vincent & Vincent*, for *Bowling & Son*, Leeds; *Pitman & Sons*, for *Herbert Denison*, Leeds. C. C. M. D.

---

7. **EVIDENCE — ADMISSIBILITY** — *Revocation of will—Declarations of testator.* Declarations made by a testator after the date of a document propounded as his will are not admissible to prove either the execution or the revocation of the will. Atkinson *v.* Morris. Dec. 2. C. A. (Lord Russell of Killowen C.J., and Lindley and A. L. Smith L.JJ.).

Counsel: *Bayford, Q.C.*, and *Barnard; Inderwick, Q.C.*, and *L. D. Powles.* Solicitors: *C. T. Wilkinson; A. Hunt.*

W. L. C.

---

8. **REVENUE—STAMP**—*Conveyance on sale—Colonial patent—"Property locally situate out of the United Kingdom"—Stamp Act*, 1891 (*c.* 39), *s.* 59, *sub-s.* 1. A share in a patent granted in New South Wales does not come within the exception in sect. 59, sub-sect 1, of the Stamp Act, 1891, in respect of "property locally situate out of the United Kingdom"; and therefore an agreement made in England for the sale of such a patent is liable to *ad valorem* stamp duty under that sub-section—as though it were an actual conveyance or sale. Judgment of Divisional Court to the above effect (reported [1896] 2 Q. B. 179) affirmed. Smelting Company of Australia, Limited *v.* Commissioners of Inland Revenue. Dec. 2. C. A. (Lord Esher M.R., Lopes L.J. and Rigby L.J.).

Counsel: *A. T. Lawrence* and *Leslie; Sir R. B. Finlay, S.-G.*, and *Danckwerts.* Solicitors: *Ince, Colt & Ince; Solicitor of Inland Revenue.*

E. L.

---

9. **TENANT FOR LIFE AND REMAINDERMAN—CAPITAL OR INCOME** — *Leasehold house — Sanitary works — Public Health (London) Act*, 1891 (*c.* 76), *s.* 121. The cost of sanitary works executed under the Public Health (London) Act, 1891, upon leasehold houses forming part of a residuary bequest to trustees upon trust for tenant for life and remaindermen:—*Held*, payable out of the capital of the residuary estate. *In re* Lever. Cordwell *v.* Lever. Nov. 26. Stirling J.

Counsel: *Philip Stokes; Grosvenor Woods, Q.C.*, and *Metcalfe; Hastings, Q.C.*, and *Dunham; David Cowan.* Solicitors: *George Cordwell; Gasquet & Metcalfe; F. G. Cordwell; R. K. Metcalfe.*

H. B. H.

---

10. **TRADE-MARK — "DISTINCTIVE DEVICE"** — *Portrait of designer—Patents, Designs, and Trade Marks Act*, 1888 (*c.* 60), *s.* 10. The portrait of the designer of a trade-mark may be a distinctive device so as to be a good trade-mark under sect. 10 of the above Act. Decision of Romer J., *ante*, p. 74, affirmed. Rowland *v.* Michell. Dec. 2. C. A. (Lord Russell of Killowen C.J., and Lindley and A. L. Smith L.JJ.).

Counsel: *Oswald, Q.C.*, and *R. Edmondson; Eve, Q.C.*, and *J. M. Gover.* Solicitors: *C. E. Oscar Walker; C. & E. Woodroffe.*

W. L. C.

---

11. **VENDOR AND PURCHASER—CONDITIONS OF SALE** — *"Outgoings"—Agreement by vendor to discharge outgoings up to completion—Order to take down dangerous structures—Expenses of demolition—Liability of vendor.* By conditions of sale of land the date fixed for completion was the 8th of May, all outgoings up to that day being cleared by the vendor. Before the 8th of May a magistrate made an order to take down dangerous

Digitized by Google

structures on the land. This order was not complied with, and after the 8th of May the county council took down the structures, and demanded and received from the purchaser the expenses of so doing:—*Held*, that, the liability having been incurred before the 8th of May, the expenses were "outgoings" within the meaning of the conditions, which the purchaser was entitled to recover from the vendor. TUBBS *v.* WYNNE. Nov. 27. Collins J.

Counsel: *A. J. Walter*; *Charles Gurdon*. Solicitors: *Leonard Tubbs*; *Pearce & Sons*. P. B. H.

---

12. WILL—CONSTRUCTION—*Gift of residuary estate to "the children of the deceased son named B. of my father's sister."* A testator by will gave the residue of his real and personal estate "unto the children of the deceased son named Bamber of my father's sister share and share alike."

There were three deceased sons all named Bamber of the sister of the testator's father:—*Held*, by the Court of Appeal, reversing the decision of Kekewich J., that the gift was void for uncertainty. *In re* STEPHENSON. DONALDSON *v.* BAMBER, Nov. 26. C. A. (Lord Russell C.J., Lindley L.J. and A. L. Smith L J.).

Hare v. *Cartridge*, 13 Sim. 165, and *Lee* v. *Pain*, 4 Hare, 201, 249, commented on and distinguished.

Counsel: *Warrington, Q.C.*, and *Cave*; *Bramwell Davis, Q.C.*, and *W. F. Webster*; *Dibdin*. Solicitors: *Bridges, Sawtell, Heywood & Co.*; *Purkis & Co.*, for *Frank Searby*, Ilkestone.

W. W. K.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
BRINSMEAD & SONS (THOMAS EDWARD), *In re*	*Vaughan Williams J.*	170
GOLD REEFS OF WESTERN AUSTRALIA *v.* DAWSON	*North J.*	171
HADBURY, WHITTING & NICHOLSON, *In re*	*Stirling J.*	172
LONDON HEALTH ELECTRICAL INSTITUTE, *In re*	*Vaughan Williams J.*	170
MCMURDO, *In re.* PENFIELD *v.* MCMURDO	*North J.*	171
NEVILL (LORD WILLIAM), APP.; FINE ARTS AND GENERAL INSURANCE COMPANY, RESPS.	*H. L.*	171
OPORTO, THE	*Gorell Barnes J.*	170
ROBINSON, *In re.* WRIGHT *v.* TUGWELL	*C. A.*	170
SIMMONS *v.* BLANDY	*North J.*	171
THORPE, APP.; PRIESTNALL, RESP.	*Div. Ct.*	171

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

THURSDAY, December 3.

Attorney-General v. *Baron Wolverton.* Appeal from Pollock B. and Bruce J. Dismissed

FRIDAY, December 4.

In re Salomon. Appeal from Mr. Registrar Giffard. Dismissed.
In re Birkin. Appeal from Mr. Registrar Giffard. Dismissed.
In re Larard. Appeal from Mr. Registrar Giffard. Dismissed.
Little v. *B. & S. H. Thompson.* Appeal from Mathew J. Part heard.

MONDAY, December 7.

Little v. *B. & S. H. Thompson.* Appeal from Mathew J. Dismissed.

TUESDAY, December 8.

Digby v. *East Ham Urban District Council.* Application for judgment or new trial. *Cur. adv. vult.*
Learer v. *Gilson.* Application for judgment or new trial. Struck out
Lane v. *Austin.* Application for judgment or new trial. Dismissed.
Swann v. *Pickett.* Appeal from Day J. Part heard.

WEDNESDAY, December 9

Bowler v. *Barberton Development Syndicate, Limited.* Appeal from Bruce J. Dismissed.
Darlow v. *Bland.* Application for judgment or new trial. Allowed.
Swann v. *Pickett.* Appeal from Day J. Dismissed.
Dixon v. *Great Western Railway Company.* Appeal from the Lord Chief Justice. Dismissed.

THURSDAY, December 10.

McNeill v. *Hill.* Appeal from Grantham J. Dismissed.
Pittman v. *Prudential Deposit Bank, Limited.* Appeal from Wills J. Dismissed.
Bolte v. *Prell, Rushall & Co.* Appeal from Mathew J. Part heard

COURT II.

THURSDAY, December 3.

Alma Veneer Felt Company, Limited. v. *Fisher.* Appeal from V.-C. of County Palatine of Lancaster. Part heard.

FRIDAY, December 4.

Alma Veneer Felt Company, Limited v. *Fisher.* Two appeals from V.-C. of County Palatine of Lancaster. Dismissed.
Barcroft v. *Smith.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.

MONDAY, December 7.

Brooks v. *Steel and Currie.* Appeal from Kekewich J. Part heard.

TUESDAY, December 8.

Brooks v. *Steel and Currie.* Appeal from Kekewich J. Continued.

WEDNESDAY, December 9.

Pepperell v. *Mewburn.* Application to discharge notice of appeal as irregular. Granted.
In re Mary Cathcart. Application for leave to appeal. Postponed.
Powell v. *Birmingham Vinegar Brewery Company.* Appeal from Stirling J. Dismissed.
Hollender v. *Dunlop Pneumatic Tyre Company.* Appeal from Chitty J. Dismissed.
Anglo-French Gold Fields of Australasia v. *Woods.* Appeal from Lawrance J. Allowed.
National Guardian Assurance Company v. *Foulston.* Appeal from Lawrance J. Allowed.
In re W. H. Smith. Appeal from Lawrance J. Dismissed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 170 (1).

1. **ADMIRALTY—COLLISION**—*Narrow channel—Swin Middle Lightship—Art.* 21 *of Regulations for Preventing Collisions at Sea,* 1884. About 10.20 p.m., on August 29, 1896, the plaintiffs' steamship *Opal,* inward bound, was proceeding up the East Swin Channel in the estuary of the Thames, and passed to the southward and eastward of the Swin Middle Lightship. Shortly afterwards, when about halfway between the Swin Middle Lightship and the North East Maplin Gas Buoy, and about 400 yards to the northward and westward of a line drawn from the lightship to the gas buoy, she came into collision with the defendants' steamship *Oporto,* outward bound. Both vessels were found to blame for errors in navigation other than those arising on the question whether the *Opal* ought not to have passed to the northward and westward of the Swin Middle Lightship, but the Court intimated that, as the old North East Maplin Buoy had been replaced by an occulting gas-light buoy, reliance could no longer be placed on the practice sanctioned by the Admiralty Court in the case of the *Corennie,* [1894] P. 338, note), and by the Court of Appeal in the case of *The Minnie,* [1894] P. 336, for the navigable channel lies equally on each side of the Swin Middle Lightship, and, therefore, inward-bound steamships, having now the assistance of the gas buoy, must treat the lightship as midway in a narrow channel, and pass it on their port hand, in order to comply with art. 21 of the Regulations of 1884 for Preventing Collisions at Sea. THE OPORTO. Dec. 8. Gorell Barnes J.

Counsel: *Sir Walter Phillimore* and *Butler Aspinall; Aspinall, Q.C.,* and *Lewis Noad.* Solicitors: *Thomas Cooper & Co.; William A. Crump & Son.* T. L. M.

2. **CHURCH—CLERGY**—*Preaching—Black gown.* It is not illegal for a clergyman of the Church of England to wear a black gown in the pulpit while preaching. *In re* ROBINSON. WRIGHT *v.* TUGWELL. Nov. 28. C. A. (Lord Russell of Killowen C.J., Lindley and A. L. Smith L.JJ.).

Counsel: *Dibdin; Fossett Lock.* Solicitors: *West, King, Adams & Co.,* for *Preston & Francis,* Bournemouth; *Bridyman & Willcocks.* G. I. F. C.

3. **COMPANY — WINDING-UP** — *Admitted insolvency — Assets covered by debentures.* Where a petition is presented by an unsecured creditor asking that a company may be ordered to be wound up on the ground that it is unable to pay its debts, the defence that although the company is insolvent a winding-up order will not result in any gain to the unsecured creditors because the assets are covered by and insufficient to satisfy debentures (see *In re Chapel House Colliery Co.,* 24 Ch. D. 259) will not be accepted in the case of a private company without the Court obtaining very full information as to what has become of the company's property, and whether there is reasonable ground for supposing that, by impeaching the debentures, something can be obtained for the unsecured creditors. *In re* LONDON HEALTH ELECTRICAL INSTITUTE. Dec. 2. Vaughan Williams J.

Counsel: *Waghorn; J. G. Butcher; A. Cartmell.* Solicitors: *A. Arnold Hannay; Mann & Taylor.* F. E.

4. **COMPANY — WINDING-UP** — *"Just and equitable" — Substratum gone—Companies Act,* 1862 (*c.* 89), *s.* 79, *sub-s.* 5. In order to ascertain whether it is "just and equitable" that a company should be wound up on the ground that its substratum has gone, the Court must, generally speaking, look only at the objects of the company as defined by its memorandum of association, and cannot, for the purpose of interpreting the memorandum, regard a contemporaneous prospectus, even where it contains fraudulent misrepresentations, or the conduct of the promoters of the company, although they have acted fraudulently. And a winding-up order ought not to be made merely because a part of the subject-matter mentioned in the memorandum has gone. But if it is once established that a part of the substratum has gone, the Court is then bound to consider all the other circumstances in order to ascertain whether it is "just and equitable" that the company should be wound up, and such facts as (*a*) that the company was conceived and born in, and has been used for fraud, and (*b*) that a compulsory winding-up order affords the best means of enabling shareholders deceived by the prospectus to recover their subscriptions from the promoters, are then cogent circumstances in favour of an order to wind up. T. E. B. and his two sons were relatives, and had been in the employment of, persons who, and whose family, had for many years been successful piano manufacturers, the existing firm being J. B. & Sons. T. E. B. and his sons, having ceased to be so employed, formed a company called "T. E. B. & Sons, Limited," manifestly incorporated to purchase and carry on a business which carried with it the exclusive right to use the trade-name of T. E. B. & Sons. A large amount was subscribed by shareholders on the invitation of a prospectus issued to the public, and out of this amount a great sum was paid to the vendors as purchase-money. In proceedings by J. B. & Sons it was found that the company was formed to filch from them as much of their trade as possible, and an injunction was granted restraining the company from using the name of T. E. B. & Sons, Limited, or the name of B., in connection with the manufacture or sale or hire of pianos without adding an express statement that the company was distinct from and had no connection with the old firm of J. B. & Sons:—*Held,* on the petition of a shareholder, that—notwithstanding only a part of the substratum had gone, inasmuch as the company still had a valuable business which

Digitized by Google

could be carried on consistently with obedience to the injunction, and that the majority of the shareholders in general meeting had voted against winding-up—it was "just and equitable" that the company should be wound up. *In re* Thomas Edward Brinsmead & Sons. Dec. 3. Vaughan Williams J.

Counsel: *Warmington, Q.C.*, and *C. Lyttelton Chubb; Swinfen Eady, Q.C.*, and *E. E. Fletcher; P. S. Stokes; Ashton Cross; Ee, Q.C.*, and *M. L. Romer; Alexander, Q.C.*, and *Rowden; W. Higgins*; and *Wildey Wright*.

Solicitors: *W. Maskell; Pownall & Co.; J. H. Moggridge; Thomson & Co.; Holden & Co.; Beall & Co.; Taunton & Dade.*

F. E.

---

5. **DEFAMATION — LIBEL** —*Privileged occasion — Excess of privilege—Malice—Corporation.* Decision of Court of Appeal, [1895] 2 Q. B. 156, affirmed without hearing the respondent's counsel, and appeal dismissed with costs on the grounds that the circular was not capable of a libellous construction; that the statement was true; that the occasion was privileged; and that there was no evidence of malice for the jury. Lord William Nevill, App.; Fine Arts and General Insurance Company, Limited, Resps. Dec. 8. H. L. (Lord Halsbury L.C., and Lords Macnaghten, Shand, and Davey).

Counsel: *Asquith, Q.C.*, and *A. H. Poyser; Sir E. Clarke, Q.C., J. E. Bankes*, and *Marriott*. Solicitors: *R. C. Ponsonby, Deacon, Gibson & Medcalf.*

J. M. M.

---

6. **JUSTICES — PRACTICE** —*Information — Institution of prosecution—Consent in writing of chief constable—Sunday Observance Act*, 1676 (*c.* 7), *s.* 1—*Sunday Observance Prosecution Act*, 1871 (*c.* 87), *s.* 1. By the Sunday Observance Prosecution Act, 1871 (c. 87), s. 1, "No prosecution . . . shall be instituted . . . for any offence . . . under" the Sunday Observance Act, 1676 (29 Car. 2, c. 7) . . . "except by or with the consent in writing of the chief officer of police of the police district in which the offence is committed . . ." The appellant was convicted under the Sunday Observance Act. The chief constable gave a verbal consent before the information was laid, and gave consent in writing, after the information was laid and the summons issued, but before the summons was served:—*Held*, that the prosecution was instituted when the information was laid, and therefore was not instituted with the consent in writing of the chief constable, and the conviction was bad. Thorpe, App.; Priestnall, Resp. Dec. 7. Divisional Court (Wills and Wright JJ.).

Counsel: *Brooke Little; Danckwerts.* Solicitors: *Campion & Simmons*, for *Arnold Muir Wilson*, Sheffield; *Aldous & Welfare.*

P. B. H.

---

7. **MORTGAGE — PRACTICE** — *Foreclosure action — Form of judgment.* In a foreclosure action (in which a receiver of the rents of the mortgaged property had been appointed), the defendant not having appeared, the plaintiffs moved for judgment according to the form given in Seton's Judgments, 5th ed. vol. iii. p. 2142 (Addenda), which contains a direction that in taking the account what, if anything, the plaintiffs shall have recovered under the judgment on the defendant's personal covenant, "and also what, if anything, shall have been paid into Court by the receiver appointed in this action, and such a sum, if any, as the plaintiffs shall submit to be charged with in respect of rents and profits in the receiver's hands at the date of the chief clerk's certificate, or to come into his hands prior to the order for foreclosure absolute, are to be deducted, and the balance due to the plaintiffs is to be certified": —*Held*, that, as the plaintiffs might not submit to be charged with anything and this would not be fair to the defendant, the form ought to be altered thus: "and also what, if anything, shall have been paid into Court by the receiver appointed in this action, and such sum as shall be in the receiver's hands at the date of the chief clerk's certificate, and also such a sum (if any) as the plaintiffs shall submit to be charged with in respect of rents and profits to come into the receiver's hands prior to the order for foreclosure absolute," &c. Simmons *v.* Blandy. Dec. 5. North J.

Barber v. *Jeckells*, W. N. (1893) 91; *Lusk* v. *Sebright*, W. N. (1894) 134; *Christy* v. *Godwin*, (1893) 38 Sol. Jour. 10; and *Blaiberg* v. *Gatti*, (1896) 100 L. T. Jour. 441, were referred to.

Counsel: *Joseph Tanner.* Solicitor: *A. Allistone.*

W. L. C.

---

8. **PRACTICE — PLAINTIFF'S NAME USED WITHOUT AUTHORITY**—*Motion to strike out name—Discontinuance of action—Jurisdiction—Rules of the Supreme Court, Order* XXVI., *r.* 1. Notice of motion was served to strike out the name of a company (one of the plaintiffs) on the ground that it had been used without authority, and asking that the solicitors who had used the company's name might be ordered to pay the company's costs of the action and the motion. Two days after this notice had been served the solicitors served on the defendants a notice wholly discontinuing the action:—

Held, that an entire discontinuance under Order XXVI., rule 1, has no greater effect than the dismissal of a bill in Equity under the old practice, and that, in accordance with that practice, which was not altered by or inconsistent with the Rules of the Supreme Court, the Court had jurisdiction, notwithstanding the discontinuance, to make the order asked for. Gold Reefs of Western Australia, Limited *v.* Dawson. Dec. 8. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Duke; Kenyon Parker.* Solicitors: *Gover & Chiles; Wyatt, Digby & Co.*

W. L. C.

---

9. **SOLICITOR—BILL OF COSTS** —*Interest—Demand—"Person liable"—Administration action—Practice—General order under*

Digitized by Google

Solicitors' Remuneration Act, 1881 (*c.* 44), *r.* 7. The legal personal representative of a deceased client is the proper person from whom to demand payment of a bill of costs as the person liable, so as to make the costs carry interest.

In the administration by the Court of an insolvent estate, a bill of costs due from the deceased had been delivered, by direction of the chief clerk, to the solicitor of a creditor having the conduct of the cause:—*Held*, that there had been no demand for payment on the person liable, and that the costs did not carry interest. *In re* McMurdo. Penfield *v.* McMurdo. Dec. 9. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Eustace Smith*; *Eastwick*. Solicitors: *Hurford & Taylor*; *Harston*. D. P.

10. SOLICITOR—COSTS—*Taxation—Lien—Order for delivery of papers pending taxation—Right of solicitor to undertaking by client to return.* Where a client had obtained a common order to tax his solicitor's bill, and, having tendered the full amount, claimed delivery of his papers free from the solicitor's lien:—*Held*, that the solicitor was entitled to an undertaking by the client to return the papers in the event of a further sum being found due upon taxation and remaining unpaid. *In re* Hanbury, Whitting & Nicholson. Dec. 4. Stirling J.

Counsel: *Hastings, Q.C.*, and *Carson*; *Buckley, Q.C.*, and *Methold*. Solicitors: *G. B. Crook*; *Hanbury, Whitting & Nicholson*. G. A. S.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
AIREY, *In re.* AIREY *v.* STAPLETON	*Kekewich J.*	174
BLUMBERG *v.* LIFE INTERESTS AND REVERSIONARY SECURITIES CORPORATION	*Kekewich J.*	176
CHANDLER *v.* BRADLEY	*Stirling J.*	176
CLUTTON & Co., APPS.; ATTENBOROUGH & SON, RESPS.	*H. L.*	174
COLLMAN *v.* MILLS	*Div. Ct.*	175
DARLOW *v.* BLAND	*C. A.*	174
FRAZON, *In re.* HOTCHKIN *v.* MAYOR	*Kekewich J.*	175
FLUISTER *v.* FLUISTER	*C. A.*	176
GOODLOCK *v.* COUSINS	*Div. Ct.*	174
GOVERNMENT STOCK AND OTHER SECURITIES INVESTMENT COMPANY, APPS.; MANILA RAILWAY COMPANY AND OTHERS, RESPS.	*H. L.*	174
MURRAY *v.* EPSOM LOCAL BOARD	*Stirling J.*	175
OGSTON, APP.; ABERDEEN DISTRICT TRAMWAYS COMPANY, RESPS.	*H. L.*	175
OSBORN *v.* WOOD BROTHERS	*Div. Ct.*	174
PALMER *v.* RICH	*Stirling J.*	174
P— *v.* N—	*North J.*	175
SLOANE *v.* BRITAIN STEAMSHIP COMPANY	*C. A.*	174
WEBB, *In re.* STILL *v.* WEBB	*Stirling J.*	176
WINKLE *v.* BAILEY	*North J.*	175
WOOD *v.* MIDDLETON	*Stirling J.*	176
WYNNE *v.* TEMPEST	*Chitty J.*	176

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, December 11.

Bolte v. *Prell, Rushall & Co.* Appeal from Mathew J. Dismissed.
Dicido Iron Ore Company, Limited v. *Rhymney Iron Company, Limited.* Appeal from Mathew J. Dismissed.
Lane v. *Cox.* Appeal from the Lord Chief Justice. *Cur. adv. vult.*

MONDAY, December 14.

Deighton v. *Strachey.* Appeal from Lawrance J. Dismissed.
Yorkshire Trust, Limited v. *Lancashire Trust and Mortgages Insurance Corporation, Limited.* Appeal from Pollock B. Varied.
Paget v. *Lambert.* Appeal from Lawrance J. Dismissed.
Sloane v. *Britain Steamship Company, Limited.* Appeal from Lawrance J. Allowed.
Turle v. *Square.* Appeal from Lawrance J. Varied.
May v. *Browne.* Appeal from Lawrance J. Dismissed.

TUESDAY, December 15.

Chicago Railway Terminal Elevator Company v. *Commissioners of Inland Revenue.* Appeal from Pollock B. and Bruce J. Dismissed.
Jellicoe v. *Alcock.* Appeal from Wright J. Dismissed.
Steamship Heathfield & Co., Limited v. *T. Rodenacher and Barr, Behrend & Ross.* Appeal from Mathew J. Dismissed.
Florio v. *Sutherst & Hazeldine.* Appeal from Grantham J. Dismissed.
The Ambrose. J. M. Lennard & Sons, Limited v. *W. N. White.* Appeal from the President. Dismissed.

WEDNESDAY, December 16.

Howell v. *Stephenson (Watson, third party).* Appeal from Wright J. Allowed.
Langworthy v. *Diamond Merchants and Jewellers' Company.* Appeal from Pollock B. Dismissed.
Van de Goor v. *Harrison & Co.* Appeal from Wright J. Dismissed.

THURSDAY, December 17.

Lord Gerard v. *Kent County Council.* Appeal from Cave and Wills, JJ. Allowed.
Kirkham v. *Attenborough.* Appeal from Grantham J. Allowed.
Kirkham v. *Gill.* Appeal from Grantham J. Allowed.

COURT II.

THURSDAY, December 10.

Brooks v. *Steel & Currie.* Appeal from Kekewich J. Hearing concluded. *Cur. adv. vult.*
Hobson v. *Gorringe.* Appeal from Kekewich J. Part heard.

FRIDAY, December 11.

Hobson v. *Gorringe.* Appeal from Kekewich J. Judgment reserved.

SATURDAY, December 12.

Le Rochefoucauld v. *Boustead.* Appeal from Kekewich J. Allowed.

MONDAY, December 14.

Fluister v. *Fluister.* Appeal from Gorell Barnes J. Allowed.
In re Barnes. Barnes v. *Barnes.* Appeal from North J. Allowed.

TUESDAY, December 15.

Fairclough & Sons v. *Manchester Ship Canal Company.* Appeal from Kekewich J. Part heard.

WEDNESDAY, December 16.

In re Mary Cathcart. Application for leave to appeal. Granted on terms.
Broderip v. *A. Salomon & Co.* Application for extension of time to appeal. Withdrawn.
Rawlinson v. *Davies.* Application for unconditional stay of execution pending appeal. Granted.
Fairclough & Sons v. *Manchester Ship Canal Company.* Appeal from Kekewich J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

Digitized by Google

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. W. N. (96) 174 (1).

1. BILL OF SALE—CONSIDERATION NOT TRULY STATED—*Sum under 30l.—Bills of Sale Act*, 1882 (*c.* 43), *ss.* 8, 12. A bill of sale purported to be given in consideration of the sum of 13*l.* 12*s.*, then owing by the grantor upon a promissory note, and of 16*l.* 8*s.* then paid to the grantor, making together the sum of 30*l.*, the receipt whereof the grantor thereby acknowledged. The promissory note referred to was for the sum of 14*l.* 3*s.* 4*d.* payable by weekly instalments of 11*s.* 4*d.*, of which one had been paid and the remainder had not become payable when the bill of sale was given. The actual consideration paid for the promissory note was 10*l.* only. The sum of 16*l.* 8*s.* was paid to the grantor upon the execution of the bill of sale. The liability upon the promissory note was not released on the giving of the bill of sale:—

Held, that the bill of sale was void as not truly stating the consideration for which it was given and as being given in consideration of a sum under 30*l.* Darlow *v.* Bland. Dec. 9. C. A. (Lord Esher M.R., Lopes L.J. and Rigby L.J.).

Counsel: *F. Dodd; Loehnis.* Solicitors: *Ridsdale & Sons*, for *H. Davies*, Liverpool; *Bell, Brodrick & Co.*, for *Cecil B. Taylor*, Liverpool. E. L.

---

2. CHEQUE — NEGOTIABLE INSTRUMENT — "*Fictitious or non-existing person*"—*Intention of drawer—Bills of Exchange Act*, 1882 (*c.* 61), *s.* 7, *sub-s.* 3; *s.* 73. Decisions of Wills J. and the Court of Appeal, [1895] 2 Q. B. 306, 707, affirmed without hearing respondents' counsel, and appeal dismissed with costs. Clutton & Co., Apps.; Attenborough & Son, Resps. Dec. 11. H. L. (Lord Halsbury L.C. and Lords Macnaghten, Shand and Davey).

Counsel: *E. Tindal Atkinson, Q.C.*, and *W. A. Meek; Sir E. Clarke, Q.C., Joseph Walton, Q.C.*, and *S. Macaskie.* Solicitors: *H. S. Clutton; Stanley, Attenborough & Tyer.* J. M. M.

---

3. COUNTY COURT—SALE BY BAILIFF OF GOODS TAKEN IN EXECUTION AND CLAIMED BY THIRD PARTY—*Title of purchaser—County Courts Act*, 1888 (*c.* 43), *ss.* 156, 157. Where a claim is made to goods taken in execution by the bailiff of a county court, and the claimant does not deposit their value or pay the costs of keeping possession or give security for their value as required by sect. 156 of the County Courts Act, 1887, and the bailiff sells the goods under the authority given by that section, such sale gives the purchaser a good title to the goods, notwithstanding that in subsequent interpleader proceedings between the execution creditor and the claimant the latter proves that the goods were his property at the time of the seizure. Goodlock *v.* Cousins. Dec. 10. Divisional Court (Wills and Wright JJ.)

Counsel: *Stroud; Cranstoun.* Solicitors: *Martin & Co.*, for *Heath*, Cheltenham; *Peacock & Goddard*, for *Lamb*, Cheltenham. W. J. B.

4. DISCOVERY—ACTION IN FORMÂ PAUPERIS—*Case laid before counsel—Affidavit.* The defendant in an action brought by a plaintiff suing in *formâ pauperis* is not entitled to inspection of the case laid before counsel under Order xvi., rule 23, and his opinion thereon, although the same have been made exhibits to the affidavit filed under Order xvi., rule 24. Sloane *v.* Britain Steamship Company, Limited. Dec. 14. C. A. (Lord Esher M.R., Lopes L.J. and Rigby L.J.).

Counsel: *C. G. Ellis; J. E. Bankes.* Solicitors: *Ewer & Neave*, for *Woodburn & Holme*, Liverpool; *Botterell & Roche.* E. L.

---

5. EVIDENCE — PRESUMPTION —*Deed more than thirty years old—Appointment—Execution by attorney.* Where a deed, more than thirty years old, purports to be an appointment under a special power of appointment, and to be executed by the attorney of the donee of the power, although, by reason of the antiquity of the deed, the execution of it by the attorney as such ought to be presumed, yet there is no rule of law which requires or justifies the presumption by the Court that the attorney was duly authorized to exercise the power. Where, therefore, in support of such a deed, no power of attorney was produced, nor any evidence forthcoming as to the contents or sufficiency of any such power, it was *held* that the title of the appointees claiming under the deed was not made out. *In re* Airey. Airey *v.* Stapleton. Dec. 10. Kekewich J.

Counsel: *Renshaw, Q.C.*, and *Stokes; Warrington, Q.C.*, and *Howard Wright; Spence; P. O. Lawrence, Q.C.*, and *G. Henderson; E. Beaumont; Musgrave.* Solicitors: *Crawley, Arnold & Co.; Freshfields & Williams; Field, Roscoe & Co.; George Coote; Wilde, Berger & Moore.* C. C. M. D.

---

6. FLOATING SECURITY — DEBENTURES —*Priority—Mortgage of assets of a company.* Decision of the Court of Appeal, [1895] 2 Ch. 551, affirmed and appeal dismissed with costs. Governments Stock and other Securities Investment Company, Limited, Apps.; Manila Railway Company, Limited, and Others, Resps. Dec. 10. H. L. (Lord Halsbury L.C. and Lords Macnaghten, Shand and Davey).

Counsel: *Farwell, Q.C.*, and *Disturnal; Levett, Q.C.*, and *P. B. Abraham; C. E. E. Jenkins; A. R. Kirby; E. Beaumont.* Solicitors: *Davidson & Morriss; Bompas, Bischoff, Dodgson, Coxe & Bompas.* J. M. M.

---

7. JOINT TENANCY — SEVERANCE — *Freeholds — Effect of Marriage—Lease by husband of one joint tenant and the other.* The marriage of a woman having a joint estate in freeholds or leaseholds does not effect a severance of the joint tenancy; nor does a lease granted by the husband of one joint tenant and the other joint tenant, reserving the rent to the lessors jointly, effect such a severance. Palmer *v.* Rich. Dec. 9. Stirling J.

Counsel: *T. A. Nash; A. W. Rowden.* Solicitors: *Collins & Cook.* G. A. S.

---

8. JUSTICES—MITIGATION OF STATUTORY FINE—*Summary Jurisdiction Act*, 1879 (*c.* 49), *s.* 4—*Cotton Cloth Factories Act*,

Digitized by Google

1889 (c. 62), s. 13. The power given to courts of summary jurisdiction by sect. 4 of the Summary Jurisdiction Act, 1889, to reduce the prescribed amount of a fine, if it be imposed as in respect of a first offence, does not enable them to reduce the prescribed amount of the fine imposed by sect. 13 of the Cotton Cloth Factories Act, 1889, which enacts that where there is a contravention or non-compliance with the provisions of the Act, and after written notice from the inspector the acts are continued or not remedied, the occupier is to be liable, on summary conviction, for the first offence to a penalty of not less than 5*l.* nor more than 10*l.* OSBORN *v.* WOOD BROTHERS. Dec. 10. Divisional Court (Wills and Wright JJ.).

Counsel: *H. Sutton*; *Danckwerts*. Solicitors: *Solicitor to the Treasury*; *Rowcliffes, Rawle & Co.*, for *John Hall*, Bury, Lancashire. W. J. B.

---

9. LOCAL BOARD—RIGHT OF WAY—*Removal of obstruction—Interested member—Local Government Act*, 1894 (c. 73), *ss.* 26, 46—*Practice—Pleading—Striking out.* A local board discharging duties in relation to the protection of public rights of way under sect. 26, sub-sect. 1, of the Local Government Act, 1894, is in the same position as a private individual protecting his own property and is not acting judicially. Consequently, where an action was brought against a local board to restrain the removal of posts erected on a public footpath by the owners of the adjoining property for the purpose of preventing the footpath from being used for vehicular traffic, and the statement of claim alleged that a member of the board had used his influence with the board for his own private interest, and that in consequence thereof the plaintiffs had failed to induce the board to take steps to prevent the user of the footpath for vehicular traffic:—*Held*, that the real issue was whether the posts constituted an obstruction to the public right of way, and that the allegations in the statement of claim were irrelevant and ought to be struck out. MURRAY *v.* EPSOM LOCAL BOARD. Dec. 10. Stirling J.

Counsel: *Buckley, Q.C.*, and *Dare*; *Hastings, Q.C.*, and *S. Dickinson*. Solicitors: *Letts Brothers*, agents for *George White*, Epsom; *Murray, Hutchins, Stirling & Murray*. H. B. H.

---

10. LONDON—SLAUGHTER-HOUSES—*Improper slaughtering of cattle by servant contrary to instructions—Liability of master.* Bye-laws made under the repealed Slaughter-houses (Metropolis) Act, 1874 (c. 67), but kept in force by the Public Health (London) Act, 1891 (c. 76), make it an offence for the licensed occupier of a slaughter-house to slaughter sheep in the pound of the slaughter-house or in view of other sheep. In the absence of the respondent, the licensed occupier of a slaughter-house, one of his servants, in direct disobedience of his orders and in order to save himself trouble, slaughtered a sheep in the pound in view of other sheep:—*Held*, that the bye-law was good, and that the respondent was liable for the act of his servant and ought to have been convicted of an offence against the bye-laws. COLLMAN *v.* MILLS. Dec. 12. Divisional Court (Wills and Wright JJ.).

Counsel: *Avory*; *Morton Smith*. Solicitors: *Blaxland*; *Ricketts*. W. J. B.

11. LUNACY ACT, 1890 (c. 5), s. 299—RECEIVER IN LUNACY—*Pauper lunatic—Guardians.* Where a receiver in lunacy of funds of a lunatic in a pauper asylum had been appointed, an injunction was granted to restrain the guardians from levying a distress against trustees of the fund to enforce a magisterial order for payment of the fund to the guardians.

Sub-sect. 2 of sect. 299 of the Lunacy Act, 1890, operates only as a discharge to trustees of a lunatic's property, and *In re Newbegin's Estate*, 36 Ch. D. 477, is not an authority that a magistrate's order under sub-sect. 1 in respect of property in the hands of the trustees cannot be enforced. WINKLE *v.* BAILEY. Dec. 10. North J.

Counsel: *Swinfen Eady, Q.C.*, and *Methold*; *Upjohn*; *Macmorran, Q.C.*, and *Brinton*. Solicitors: *Official Solicitor*; *Tucker, Walley & Burrows*; *Chester & Co.*, for *Crofton, Craven & Worthington*, Manchester. D. P.

---

12. MARRIED WOMAN—RESTRAINT ON ANTICIPATION—*Absolute gift—Direction for "payment."* A testatrix bequeathed a share of her residuary estate to trustees in trust for her brother for life, and after his decease in trust for one of her nieces, and the will contained a declaration that the shares of nieces "should be paid to their separate use free from the control of any present or future husband without power of anticipation." The brother being dead:—*Held*, on the authority of *In re Bown*, (1884) 27 Ch. D. 411, that the niece was entitled to immediate payment of her share notwithstanding the words restraining anticipation. *In re* FEARON. HOTCHKIN *v.* MAPOR. Dec. 10. Kekewich J.

Counsel: *J. E. Harman*; *Hatfield Green*. Solicitors: *C. E. Beal*, for *T. Ponting*, Warminster; *W. H. Matthews*. C. C. M. D.

---

13. MEDICAL EVIDENCE—ADMISSIBILITY—*Virility.* The Court refused to admit medical evidence as to permanent want of virility of a man seventy-two years of age, for the purpose of allowing immediate distribution of a fund. P—— *v.* N—— Dec. 12. North J.

Counsel: *Edward Ford*; *E. K. Corrie*. Solicitors: *Hepburn & Davison*. D. P.

---

14. NUISANCE—TRAMWAY—*Snow and salt—Interdict.* Without statutory right: or the authority of the town council, a tramway company has no right when a snow-storm occurs, to cause a nuisance by removing snow from the tramway lines: scattering salt; and then heaping-up the slush composed of snow and salt on to the sides of the street. Judgment of the Court of Session, 23 R. 340, Reversed; and Interdict granted. OGSTON, APP.; ABERDEEN DISTRICT TRAMWAYS COMPANY, RESPS. Dec. 14. H. L. (Lord Halsbury L.C. and Lords Watson, Shand and Davey).

Counsel: *Asher, D.F., Q.C.*; *Haldane, Q.C.*, and *D. M. Abel* (of the Scottish Bar); *A. Graham Murray, L.A., Q.C.*, *Sir Robert Reid, Q.C.*, and *J. C. Dove Wilson* (of the Scottish Bar). Solicitors: *Grahames, Currey & Spens*, for *C. & P. H. Chalmers*, Advocates, Aberdeen, and *Auld & Macdonald, W.S.*, Edinburgh; *Martin & Leslie*, for *L. M'Kinnon, Jr., & Son*, Aberdeen, and *Morton, Smart & Macdonald, W.S.*, Edinburgh. G. J. W.

Digitized by Google

15. PRACTICE—DIVORCE SUIT—*Notice of trial—Divorce Court Rules, rr.* 44, 47. *Held*, that a letter from the solicitor of the petitioner in a suit for dissolution of marriage to the solicitor of the respondent, saying, "I have set this cause down for trial," was a sufficient notice of setting down for trial within the Rules of the Divorce Court. FLUISTER *v.* FLUISTER. Dec. 14. C. A. (Lord Russell of Killowen C.J. and Lindley and A. L. Smith L JJ.).

Counsel: *Clavell Salter; R. J. Willis.* Solicitors: *Alfred Slater; C. W. Inman.* W. L. C.

---

16. PRACTICE—SERVICE OUT OF JURISDICTION—*Scotland—County Court Rules*, 1889, *Order* LI., *r.* 23—*Rules of the Supreme Court, Order* XI., *rr.* 1 (*d*), 2. Order LI., rule 23, of the County Court Rules, 1889 (being the rule relating to service out of the jurisdiction), though more extensive than the corresponding provision in the Rules of the Supreme Court, Order XI., rule 1 (*d*), is nevertheless within the powers conferred by sect. 164 of the County Courts Act, 1888. Service having been effected in Scotland under Order LI., rule 23, of the County Court Rules, 1889, on a defendant in an administration action, the action was transferred to the High Court on the ground that the value of the estate exceeded the limit of the jurisdiction of the County Court. The defendant then objected in the High Court to the order for service:—*Held*, that, though the order for service would have been valid under the County Court Rules but for the transfer of the action, the question now depended upon Order XI., rules 1 (*d*) and 2 of the Rules of the Supreme Court, and that the defendant ought to have an opportunity of filing evidence as to the domicil of the testator, and as to whether there was an adequate concurrent jurisdiction in Scotland. WOOD *v.* MIDDLETON. Dec. 16. Stirling J.

Counsel: *H. Terrell; J. Sharpe.* Solicitors: *Andrew, Wood & Co.*, for *H. J. Whiteside*, Whitehaven; *Helder, Roberts & Co.*, for *Brockbank, Helder & Co*, Whitehaven. H. B. H.

---

17. PRACTICE—THIRD PARTY NOTICE—*Rules of the Supreme Court, Order* XVI., *r.* 48—*Trustee—Breach of trust—Firm—Surviving partners.* This action was commenced for a declaration that the defendant was liable to pay to the plaintiff a sum of money of which the defendant and A., deceased, were joint trustees, and which A., who was a member of the firm of solicitors that acted as solicitors of the trust, had received and misapplied. The defendant had under Order XVI., rule 48, obtained an order for leave to serve a third party notice on the surviving partners of the firm claiming to be indemnified against liability in the action:—

Held, on motion to discharge the order, that this was not a claim to indemnify the defendant against the plaintiff's claim in the action within Order XVI., rule 48, the right of the defendant to recover from the surviving partners a sum equal to the lost trust fund being an independent right, and not one depending on the liability of the defendant in the action. WYNNE *v.* TEMPEST. Dec. 16. Chitty J.

Counsel: *Byrne, Q.C.*, and *Danckwerts; Levett, Q.C.*, and *Stewart Smith; MacSwinney.* Solicitors: *Vincent & Vincent; Williamson, Hill & Co.; Witham, Roskell, Munster & Weld; Perkins & Weston.* G. M.

---

18. SETTLED LAND—TENANT FOR LIFE—*Lease for term of years—Receipt of bribe from lessee—Invalidity of lease—Settled Land Act*, 1882 (*c.* 38), *ss.* 7 *sub-s.* 2, 22, 45 *sub-s.* 3, 53, 54—*Settled Land Act*, 1884 (*c.* 18), *s.* 4. C., tenant for life of a freehold house, who had mortgaged his life interest, in 18[illegible] granted a lease of the premises for seven years at a rent of [illegible] As an inducement to execute the deed, the lessee had paid to C. the sum of 21*l.*, which he applied to his own use. There was no evidence that a higher rent could have been obtained. The lease purported to be granted by the mortgagees at the request of C. and by C., as tenant for life, by virtue of the Settled Land Act, 1882. The lessee, in performance of the covenant contained in the lease, expended 200*l.* in repairs and improvements. C. died in 1895. In an action by the beneficiaries to set aside the lease:—*Held*, (1) that the Court, in giving relief to the beneficiaries, would not consider the question whether or not they had been damnified; (2) that under the circumstances the payment to C. could not be regarded as a fine, and the liability of the lessee was not therefore limited to paying the sum over again to trustees appointed for the purposes of the Settled Land Acts; and (3) that having regard to the improper payment to C. the "best rent" had not been obtained, and consequently the lease was void as against the plaintiffs. CHANDLER *v.* BRADLEY. Dec. 12. Stirling J.

Counsel: *Grosvenor Woods, Q.C.*, and *Dighton N. Pollock, Hastings, Q.C.*, and *Micklem.* Solicitors: *A. R. & H. Steele; Layton, Sons & Lendon.* G. A. S.

---

19. SOLICITOR—BILL OF COSTS—*Solicitors' Remuneration Act*, 1881 (*c.* 44), *and Order—Scale charge—Sale by auction of leasehold property — Underlease.* Leasehold property held with other property under one lease was sold by auction subject to a condition that the purchaser should accept an underlease of the whole of the unexpired term less three days at an apportioned ground-rent. The vendors' solicitors claimed to be entitled under the Solicitors' Remuneration Act, 1881, to a charge in respect of the consideration money, and to a further charge in respect of the rent as in *In re Hellard and Bennett* [1896] 2 Ch. 229:—*Held*, that the transaction, though carried out by means of an underlease, was in fact a sale, and that the solicitors were not entitled to a charge in respect of the rent. *Query*, whether the scale applied at all. *In re* WEBB. STILES *v.* WEBB. Dec. 15. Stirling J.

Counsel: *Micklem; Upjohn.* Solicitors: *Trower, Freeling; Parkin.* H. B. H.

---

20. TENDER—VALIDITY—*Cheque—Authority of solicitor*. A solicitor who is authorized to accept a tender of mortgage money on behalf of his client is not at liberty to accept a banker's cheque, and a tender of a cheque to him is accordingly insufficient. BLUMBERG *v.* LIFE INTERESTS AND REVERSIONARY SECURITY CORPORATION, LIMITED. Dec. 16. Kekewich J.

Counsel: *Warrington, Q.C.*, and *Frank Evans; Benshaw, Q.C.*, and *Theodore Ribton; E. Ford.* Solicitors: *Braham Barnes; H. Stanley Jones; Surman & Quekett.* C. C. M.

Digitized by Google

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, *the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council, will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

TABLE OF CASES.

		PAGE
HILL'S ESTATE, *In re.* HILL *v.* EQUITABLE REVERSIONARY INTEREST SOCIETY	*Stirling J.*	177
HILL'S SETTLEMENT TRUSTS, *In re.* HILL *v.* EQUITABLE REVERSIONARY INTEREST SOCIETY	*Stirling J.*	177
HEDDLE *v.* BIRTWISTLE	*Div. Ct.*	178
M'NAB *v.* ROBERTSON	*H. L.*	179
REG. *v.* SODEN AND OVEREND	*Div. Ct.*	178
ROCHEFOUCAULD *v.* BOUSTEAD	*C. A.*	178
SIMPSON *v.* HUGHES	*Romer J.*	179

COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, December 18.

Romero v. Fraser. Appeal from Mathew J. Dismissed.
Jones v. German. Appeal from the Lord Chief Justice. Part heard.

SATURDAY, December 19.

Digby v. East Ham Urban District Council. Application for judgment or new trial. New trial ordered.
Lane v. Cox. Appeal from the Lord Chief Justice. Dismissed.
Jones v. German. Appeal from the Lord Chief Justice. *Cur. adv. vult.*

COURT II.

THURSDAY, December 17.

Fairclough & Sons v. Manchester Ship Canal. Appeal from Kekewich J. Hearing concluded. *Cur. adv. vult.*
Sugert v. Gillespie Bros. & Co. Appeal from Kekewich J. Settled.
In re Aberdein. Bagshaw v. Aberdein. Hagon v. Aberdein. Appeal from Chitty J. Dismissed.
Clark v. Petrocokino. Appeal from Chitty J. Part heard.

FRIDAY, December 18.

Sarah v. Joseph. Three appeals from Kekewich J. Appeal of A. G. dismissed. Appeals of J. E. Green and J. Clear respectively, varied.

Clark v. Petrocokino. Appeal from Chitty J. Allowed.
Edwards v. Harris. Appeal from Kekewich J. Order on terms.

SATURDAY, December 19.

Brooks v. Steel & Currie. Appeal from Kekewich J. Dismissed.
Hobson v. Gorringe. Appeal from Kekewich J. Dismissed.

During the sittings of the Courts THE WEEKLY NOTES *will be published on* Saturday, *and will generally comprise Notes of Decisions up to and including those of the previous* Thursday. *All cases of permanent interest noted herein will be reported in full in* THE LAW REPORTS.

NOTES OF DECISIONS.

These notes are numbered for convenience of reference, e.g. *W. N.* (96) 177 (1).

1. COSTS OF ADMINISTRATION—SETTLEMENT—*Appointment.* By the exercise of the usual special power of appointment in a marriage settlement, portions of a fund were appointed to several children and the residue to another child:—

Held, following *In re Orford, Cartwright* v. *Duc del Balzo,* [1896] 1 Ch. 257, that the costs of an action to administer the trusts of the settlement fund with consequential inquiries must be paid rateably out of the appointed shares.

More than one appointment of sums having been made to some of the children:—

Held, that only one set of costs should be allowed in respect of each child, such set where there had been separate mortgages by any child of the severally appointed sums, to be apportioned rateably between the several appointments to such child and paid to the first mortgagee of each such appointed sum. *In re* HILL'S SETTLEMENT TRUSTS. HILL *v.* EQUITABLE REVERSIONARY INTEREST SOCIETY. Dec. 9. Stirling J.

Counsel: *Hastings, Q.C.,* and *T. T. Methold; B. B. Rogers; A. R. Ingpen; Thomas Douglas; H. C. Seddon; S. Dickinson; R. Younger; Bryan Farrer; Curtis Price; Wright Taylor.* Solicitors: *Woodroffe & Co.; Clayton, Sons & Fargus; P. Collings & Co.; J. C. Wheeler; Ley, Lake & Ley; Broughton, Nocton & Co.; Ratcliffe, Cator & Hood; Farrer & Co.; Pilgrim & Phillips,* agents for *I. Williams,* Bath; *W. Sanders Froke,* agents for *Bowen & Symes,* Weymouth. H. B. H.

2. COSTS OF ADMINISTRATION — WILL — *Partial appointment.* The donee, under a will, of a special power of appointment by deed or will over the residue of the testator's estate exercised the power by appointing portions only of the fund, the residue going as in default of appointment:—*Held,* that the costs of an action to administer the testator's estate must be borne rateably by the appointed share and the unappointed residue. *In re* HILL'S ESTATE. HILL *v.* EQUITABLE REVERSIONARY INTEREST SOCIETY. Dec. 10. Stirling J.

Counsel: *Hastings, Q.C.,* and *T. T. Methold; A. R. Ingpen; Thomas Douglas; S. Dickinson; Bryan Farrer; Curtis Price; Rolt.* Solicitors: *Woodroffe & Co.; P. Collings & Co.; Burns,*

Digitized by Google

Churchill & Co.; J. C. Wheeler; Broughton, Nocton & Co.; Farrer & Co.; Pilgrim & Phillips, agents for *I. Williams*, Bath; *Le Brasseur & Oakley.* H. B. H.

---

3. FACTORY AND WORKSHOP ACTS — DANGEROUS MACHINERY—*Fencing.* By sect. 5 of the Factory and Workshop Act, 1878 (c. 16), as amended by sect. 6 of the Factory and Workshop Act, 1891 (c. 75), "all dangerous parts of the machinery" in a factory shall be securely fenced or otherwise rendered safe. The occupier of a cotton factory was summoned under the above section for neglecting to fence the shuttles of his looms. It appeared that the shuttles do occasionally in the process of weaving fly out from the bed upon which they slide to and fro (called the shuttle race) under circumstances which render them dangerous to any persons who happen to be in the line of flight. The flying out of the shuttles may be caused by the negligence of the weaver in charge of the machine, or by reason of some foreign substance getting accidentally into the shuttle race, or to defect in the yarn:—*Held*, that the obligation to fence under the above section was not confined to machinery which was in itself dangerous in the ordinary course of careful working, and that the shuttles were "dangerous parts of the machinery" if any of the above-mentioned causes of their flying out of the shuttle race were likely to occur with any degree of frequency. Hindle *v.* Birtwistle. Dec. 16. Divisional Court (Wills and Wright JJ.).

Counsel: *Sir R. Webster, A.-G., H. Sutton* and *Sanderson; Sir E. Clarke, Q.C.*, and *E. Sutton.* Solicitors: *Solicitor to the Treasury; Rowcliffes & Rawle.* J. F. C.

---

4. PARLIAMENT—REGISTRATION—*Revising barrister closing lists.* By sect. 28, sub-sect. 9, of the Parliamentary and Municipal Registration Act, 1878 (c. 26), "Subject as herein and otherwise by law provided the revising barrister shall retain the name . . . of every person objected to unless the objector appears . . . in support of his objection." By sub-sect. 10, "If the objector so appears the revising barrister shall require him, unless he is an overseer, to prove that he gave the notice of objection required by law to be given by him, and to give *primâ facie* proof of the ground of objection." By sub-sect. 11, "If such proof is given by the objector . . . then unless the person objected to appears . . . and proves that he was entitled . . . the revising barrister shall expunge the name of the person objected to." A notice of the revision of the lists of parliamentary and municipal electors for a borough stated that the lists for a certain parliamentary division of the borough would be closed at a certain sitting of the Revision Court. At the termination of that sitting the revising barrister, being satisfied that there were no claimants or persons objected to present who desired to be heard, declared the lists closed. Upon the occupiers' list was the name of a certain voter who was objected to by an objector who was not an overseer, but at the time of the lists being declared closed no person had applied to be heard either in support of the voter's right to be on the list, or in support of the objection thereto. On the following day the revising barrister allowed the objector to prove service of notice of objection and to give *primâ facie* proof of the ground of objection; while he at the same time refused to hear evidence on behalf of the voter in opposition to the objection, on the ground that, the lists having been closed, his application to be heard was too late; and he expunged the voter's name from the list:—*Held*, that, notwithstanding the provisions of the above-mentioned sections, the revising barrister was justified in so doing. The Queen *v.* Soden and Overend. Dec. 16. Divisional Court (Wills and Wright JJ.).

Counsel: *Lewis Thomas; H. Sutton; W. Graham.* Solicitors: *A. S. Lawson; Solicitor to the Treasury.* J. F. C.

---

5. TRUSTEE AND CESTUI QUE TRUST — PURCHASE BY TRUSTEE—*Express Trust—Delay—Statute of Frauds—Statutes of Limitations—Bankruptcy Act*, 1869 (*c.* 71), *s.* 49—*Directing accounts before official referee—Costs on higher scale.* Prior to 1873, the plaintiff, a married woman, the owner of certain coffee estates in Ceylon then in mortgage, employed the defendant, a Ceylon merchant, to manage them. In 1873 the defendant purchased the estates from the mortgagees, and he subsequently, without the plaintiff's knowledge, sold them at a considerable profit. In 1894 the plaintiff brought an action against the defendant claiming that he had purchased the estates as a trustee for her, an account of the proceeds of sale, and payment of the balance that might be found due from him after allowing for payment of the mortgage money and his expenses of management. The defendant pleaded, (1) that the estates were conveyed to him as beneficial owner, and not as a trustee for the plaintiff; (2) that no trust was proved in writing within the Statute of Frauds; and (3) that the plaintiff's claim, if proved, was barred (*a*) by the defendant's bankruptcy in 1879, (*b*) by the Statutes of Limitations, and (*c*) by the plaintiff's laches, and by lapse of time apart from that statute.

Held, (1) that a trust was established by the evidence and the correspondence between the parties: (2) that it was not competent for the defendant, knowing the facts, to deny the trust and set up the Statute of Frauds in order to keep the land himself; and (3) (*a*) that, the defendant's bankruptcy being governed by the Bankruptcy Act, 1869, he was, by sect. 49, not discharged from the plaintiff's claim as *cestui que trust*; (*b*) that, under sect. 25, sub-sect. 2, of the Judicature Act, 1873, there being an express trust, the Statutes of Limitations afforded no defence, the action being by *cestui que trust* against trustee, and not by mortgagor against mortgagee; and (*c*) that lapse of time alone was not sufficient to bar the plaintiff's claim, and that, having regard to the conduct of the parties between 1873 and 1894, the plaintiff had not lost her right to relief.

Declaration that the defendant purchased the estates as trustee for the plaintiff, but subject to a charge for the amount paid by him to the mortgagees. Account ordered of defendant's dealings with the estates, the account being taken as between trustee and *cestui que trust*, and not as between mortgagor and mortgagee, but not on the footing of wilful default. Defendant to be allowed all his advances and outlays, with Colonial interest; but to be charged only simple interest at 4 per cent on balances in his hands unless it appeared he had made more. Defendant to pay the costs of the action including the costs of the appeal. The accounts ordered to be taken before the official referee, instead of before the chief clerk, as being more

Digitized by Google

expeditious. Costs on the higher scale not allowed. ROCHEFOUCAULD *v.* BOUSTEAD. Dec. 12. C. A. (Halsbury L.C., Lindley and A. L. Smith L.JJ.).

Counsel: *Haldane, Q.C.*, and *T. L. Gilmour*; *Renshaw, Q.C.*, and *G. Lawrence*. Solicitors: *G. H. C. Lea*; *Hollams, Sons, Coward & Hawksley*. G. I. F. C.

---

6. **VENDOR AND PURCHASER — CONTRACT** — *Acceptance of offer—Statute of Frauds* (*c.* 3), *s.* 4. In August, 1895, plaintiff offered defendant Hughes 1500*l.* for a freehold house called "The Wray." The offer was refused; but on the 7th of November, 1895, defendant in writing told plaintiff that he would take 2000*l.* On the following day plaintiff replied in writing: "I have decided to accept Mr. Hughes' offer, and will give the 2000*l.* he asks for the freehold of the Wray property. I should like to know from what time Mr. Hughes wishes the purchase to date":—*Held*, that the last sentence did not impose a fresh term, but was merely a courteous way of asking the vendor when he desired completion of the sale to take place; that there was therefore an unconditional acceptance of the defendant's offer, and a binding contract of sale. SIMPSON *v.* HUGHES. Dec. 18. Romer J.

Counsel: *Eve, Q.C.*, and *H. Fellows*; *Oswald, Q.C.*, and *George Lawrence*; *Neville, Q.C.*, and *O. Leigh-Clare*. Solicitors *Hyde, Tandy, Mahon & Sayer*; *Meredith, Roberts & Mills*, for *Birch, Cullimore & Douglas*, Chester; *Talbot & Quayle*. F. E.

---

7. **WATER — STREAM** — *Spring percolating through the soil.* A subterraneous flow of water may in some circumstances possess the very same characteristics as a body of water running on the surface; but water falling from the sky, or, escaping from a spring which does not flow onward with any continuity of parts but becomes dissipated in the earth's strata and simply percolates through or along those strata, until it issues from them at a lower level through dislocation of the strata or otherwise, cannot with any propriety be described as a stream. Judgment of the Second Division of the Court of Session affirmed. M'NAB *v.* ROBERTSON, 33 S. L. R. 497. Dec. 15. H. L. (Lords Watson, Shand and Davey: Lord Halsbury L.C. dissenting on the construction of the demise).

Counsel: *A. Graham Murray, L.A., Q.C., Cozens-Hardy, Q.C.*, and *Abel* (of the Scottish Bar); *Cripps, Q.C.*, and *Macfarlane* (of the Scottish Bar). Solicitors: *Flux, Thompson & Flux*, for *Gill & Pringle, W.S.*, Edinburgh; *Nicholson & Patterson*, for *Tait & Crichton, W.S.*, Edinburgh. G. J. W.

END OF WEEKLY NOTES FOR 1896.

Digitized by Google

LONDON:

PRINTED BY WILLIAM CLOWES AND SONS, LIMITED, STAMFORD STREET
AND CHARING CROSS.

Digitized by Google

THE

WEEKLY NOTES:

CONTAINING

RULES AND ORDERS OF THE SUPREME COURT OF JUDICATURE,

CAUSE LISTS,

LEGAL APPOINTMENTS AND PROMOTIONS,

AND

MISCELLANEOUS LEGAL INFORMATION,

FOR

THE YEAR 1896.

PART II.

LONDON:
Printed for the Incorporated Council of Law Reporting for England and Wales,
By WILLIAM CLOWES AND SONS, LIMITED,
DUKE STREET, STAMFORD STREET; AND 14, CHARING CROSS.
PUBLISHING OFFICE, 27, FLEET STREET, E.C.

Digitized by Google

Digitized by Google

CONTENTS.

APPOINTMENTS—

Arthur Mellor Bramall, Esq., to be Solicitor to the Vestry of St. Mary, Islington, 2.

Stephen George Sale, Esq., to be a Judge of the High Court of Judicature at Fort William, Bengal, 30.

Thomas Henry Bolton, Esq., to be a Taxing Master in Chancery Division, 43.

James Charles Whitehorne, Esq., Q.C., to be Judge of County Courts, 43.

Sir Fielding Clarke, to be Chief Justice of Jamaica, 46.

John Worrell Carrington, Esq., D.C.L., C.M.G., to be Chief Justice of the Supreme Court of Hong Kong, 46.

Henry Alleyne Bovell, Esq., to be Attorney-General of the Colony of British Guiana, 46.

Samuel Lewis, Esq., C.M.G., Knighted, 46.

William James Smith, Esq., Knighted, 46.

Henry Pering Pellew Crease, Esq., Knighted, 46.

Charles Frederick Farran, Esq., Knighted, 46.

Lyttleton Holycake Bayley, Esq., Knighted, 46.

Henry Rawlins Pipon Schooles, Esq., to be Attorney-General of Jamaica, 52.

John Smalman Smith, Esq., Knighted, 52.

His Honour Judge Marten, Q.C., to be Chairman of Board of Studies of the Council of Legal Education, 52.

William Donaldson Rawlins, Esq., of Lincoln's Inn, to be one of Her Majesty's Counsel, 56.

John Donohoe FitzGerald, Esq., of the Inner Temple, to be one of Her Majesty's Counsel, 56.

George Mallows Freeman, Esq., of the Inner Temple, to be one of Her Majesty's Counsel, 56.

Alexander Macmorran, Esq., of the Middle Temple, to be one of Her Majesty's Counsel, 56.

Miles Walker Mattinson, Esq., of Gray's Inn, to be one of Her Majesty's Counsel, 56.

Roger William Wallace, Esq., of the Middle Temple, to be one of Her Majesty's Counsel, 56.

Paul Ogden Lawrence, Esq., of Lincoln's Inn, to be one of Her Majesty's Counsel, 56.

Hon. John Augustus de Grey, to be Recorder of Sudbury, 56.

Charles Beilby Stuart-Wortley, Esq., Q.C., M.P., to be a Privy Councillor, 56.

Right Hon. Baron James, to be a Member of the Judicial Committee of the Privy Council, 59.

Ralph Sillery Benson, Esq., to be a Judge of the High Court of Judicature at Madras, 64.

Thomas Raleigh, Esq., M.A., to be Registrar of the Privy Council, 64.

His Honour Judge Marten, Q.C., Knighted, 70.

Lawrence Hugh Jenkins, Esq., to be a Judge of the High Court of Judicature at Calcutta, 81.

Llewelyn Hugh-Jones, Esq., to be Clerk to Magistrates for Bromfield Division of Denbighshire, 81.

Charles King Francis, Esq., to be a Magistrate of Police Courts of Metropolis, 99.

William Herbert Greaves, Esq., Q.C., to be Attorney-General for the Island of Barbados, 122.

Henry Alleyne Bovell, Esq., to be one of Her Majesty's Counsel for British Guiana, 144.

Robert Lloyd Kenyon, Esq., to be Recorder of Oswestry, 144.

L. Yate Lee, Esq., to be Judge of County Courts, 144.

Percy Gates, Esq., to be Solicitor to the United Vestry of St. Margaret and St. John, Westminster, 144.

Hungerford Tudor Boddam, Esq., to be a Judge of the High Court of Judicature at Madras, 185.

William Ralph Meredith, Esq., LL.D., Knighted, 201.

William Henry Lionel Cox, Esq., Knighted, 201.

Patrick Fleming Evans, Esq., to be Recorder of Newcastle-under-Lyme, 201.

William John Anderson, Esq., Knighted, 215.

George Arthur Parker, Esq., Knighted, 225.

Arthur Underhill, Esq., LL.D., to be Reader of Law of Real and Personal Property to Council of Legal Education, 238.

William Robert McConnell, Esq., to be Chairman of Quarter Sessions for London, 238.

Richard Loveland Loveland, Esq., to be Deputy Chairman of Quarter Sessions for London, 238.

Robert Smith Aikman, Esq., to be a Judge of the High Court of Judicature for the North-Western Provinces, 255.

Francis William Maclean, Esq., Q.C., Knighted, 289.

Sir Francis William Maclean, Knt., Q.C., to be Chief Justice of High Court of Judicature at Fort William, 295.

Henry Spencer Berkeley, Esq., Knighted, 295.

Henry M. Bompas, Esq., Q.C., to be Judge of County Courts, 295.

Thomas Halhed Fischer, Esq., Q.C., to be a Master in Lunacy, 301.

George Wirgman Hemming, Esq., Q.C., to be Treasurer of Lincoln's Inn, 313.

Philip Chasemore Gates, Esq., Q.C., to be Treasurer of the Inner Temple, 313.

John Patrick Murphy, Esq., Q.C., to be Treasurer of the Middle Temple, 313.

William Robert McConnell, Esq., of the Inner Temple, to be one of Her Majesty's Counsel, 313.

Henry Bargrave Deane, Esq., of the Inner Temple, to be one of Her Majesty's Counsel, 313.

Richard Holmden Amphlett, Esq., of Lincoln's Inn, to be one of Her Majesty's Counsel, 313.

Llewellyn Archer Atherley-Jones, Esq., M.P., of the Inner Temple, to be one of Her Majesty's Counsel, 313.

John Strachan, Esq., of the Middle Temple, to be one of Her Majesty's Counsel, 313.

Charles Alfred Russell, Esq., of Gray's Inn, to be one of Her Majesty's Counsel, 313.

Lawrence Colvile Jackson, Esq., of Lincoln's Inn, to be one of Her Majesty's Counsel, 313.

Hugh Fenwick Boyd, Esq., of the Inner Temple, to be one of Her Majesty's Counsel, 313.

William Henry Hyndman Jones, Esq., to be a Puisne Judge of the Supreme Court of the Straits Settlements, 322.

Edward Tindal Atkinson, Esq., Q.C., to be Recorder of Leeds, 322.

BANKRUPTCY ACTS, 1883 and 1890—

Board of Trade Order appointing Official Receiver and transferring duties to him, 30th July, 1896..233.

BANKRUPTCY RULES, 1886 and 1890—

Board of Trade Notice substituting a new form for Form No. 74, 10th Jan., 1896..36.

General Rule as to Costs of Solicitor to Petitioning Debtor, 19th Aug., 1896..251.

Digitized by Google

BARSTOW SCHOLARSHIPS, 43.

CALLS TO THE BAR—
Hilary, 45; Easter, 130; Trinity, 197; Michaelmas, 303.

CIRCUITS OF THE JUDGES—
Winter, 3, 36; Spring, 81; Summer, 147, 189, 198; Autumn, 288.

COMMERCIAL CAUSES, Notice as to, 36.

COMMISSIONER FOR OATHS FOR COLONY OF WESTERN AUSTRALIA—
Harvey, P. C., 1, Clement's Inn, W.C., 191.

COMMISSIONER FOR OATHS FOR NEW ZEALAND, MADRAS, ALLAHABAD, AND NORTH-WESTERN PROVINCES, INDIA—
Geare, H. C., 57, Lincoln's Inn Fields, W.C., 30.

COMMISSIONERS TO ADMINISTER OATHS IN THE SUPREME COURT, ENGLAND—
Country—
Nottingham: Allen, J. W. B., 56.
Ryde, Isle of Wight: Ratcliffe, E. R., 30.

COMPANIES (WINDING-UP) ACT, 1890—
Order transferring business to Romer J. during absence on Circuit of Vaughan Williams J., 5th Feb., 1896..55.
General Rule as to attendance of parties in Chambers, 19th May, 1896..158.

COUNCIL OF LEGAL EDUCATION—
Appointment of Reader, 238.
Appointment of Assistant Reader, 313.
Appointments of Members of Board of Examiners, 225, 313.
Awards of Prizes, 36, 189.
Barstow Scholarships, 43.
Examinations—Rules for Students: Easter, 41; Trinity, 42, 98; Michaelmas, 231; Hilary, 299.
Examinations—Successful Candidates: Hilary, 37; Easter, 121; Trinity, 190; Michaelmas, 293.
Prospectus of Lectures and Classes—Hilary, 31; Easter and Trinity, 91; Michaelmas, 243.
Regulations for Term Examinations, 198.
Syllabus of Lectures by A. Birrell, Esq., Q.C., M.P., on "The Duties and Liabilities of Trustees," 1.
Syllabus of Lectures by W. Blake Odgers, Esq., Q.C., on "The Law of Libel," 259.

COUNTY COURT RULES, 15th April, 1896..139.
Explanatory Memorandum, 143.

COUNTY COURT RULES, 19th Nov., 1896..307.

COUNTY COURTS ACT, 1888—
Order of Secretary of State, 26th Oct., 1896..307.

HOUSE OF LORDS—
Cause Lists, 49, 127, 261.

INCORPORATED COUNCIL OF LAW REPORTING FOR ENGLAND AND WALES—
Annual Report for 1895..151.

INCORPORATED LAW SOCIETY—
Awards of Prizes, 46.
Examinations: Successful Candidates—
Preliminary, 64, 160, 225, 294.
Intermediate, 56, 135, 214, 309.
Final, 55, 135, 213, 308.
Honours, 69, 159, 230, 321.

LAW OF DISTRESS AMENDMENT ACT, 1895—
Rules under, 29th Nov., 1895..35.
Rule under, 13th Feb., 1896..59.

LIFE ASSURANCE COMPANIES (PAYMENT INTO COURT) ACT, 1896—
Rules of Supreme Court under, 29th July, 1896..229; re-issued 26th Oct., 1896..291.

ORDERS AND RULES—
Bankruptcy Acts, 1883 and 1890:—
Board of Trade Order appointing Official Receiver and transferring duties to him, 30th July, 1896..233.
Bankruptcy Rules, 1886 and 1890:—
Board of Trade notice substituting a new form for Form No. 74, 10th Jan., 1896..36.
General Rule as to Costs of Solicitor of Petitioning Debtor, 19th Aug., 1896..251.
Commercial Causes, Notice as to, 36.
Companies (Winding-up) Act, 1890:—
Order transferring business to Romer J. during absence on Circuit of Vaughan Williams J., 5th Feb., 1896..55.
General Rule as to attendance of parties in Chambers, 19th May, 1896..158.
County Court Rules, 15th April, 1896..139.
Explanatory Memorandum, 143.
County Court Rules, 19th Nov., 1896..307.
County Courts Act, 1888:—
Order of Secretary of State, 26th Oct., 1896..307.
Draft Rules:—
Bankruptcy Acts, 1883 and 1890, Rule under, 205.
Companies (Winding-up) Act, 1890, Rule under, 87.
Supreme Court Rules (March), 1896..87.
Supreme Court Rule (Order XVI., r. 1), 233.
Law of Distress Amendment Act, 1895:—
Rules under, 29th Nov., 1895..35.
Rule under, 13th Feb., 1896..59.
Life Assurance Companies (Payment into Court) Act, 1896:—
Rules of Supreme Court under, 29th July, 1896..229; re-issued 26th Oct., 1896..291.
Supreme Court Funds Rules, 10th Aug., 1896..243.
Supreme Court Rules, 26th Nov., 1895..35.
Supreme Court Rules (March), 1896:—
Draft Rules, 87; confirmed without alteration, 13th May, 1896..185.
Supreme Court Rules, 26th Oct., 1896..291.

PERPETUAL COMMISSIONER FOR TAKING THE ACKNOWLEDGMENTS OF DEEDS BY MARRIED WOMEN—
Geare, H. C., 57, Lincoln's Inn Fields, W.C., 30.

PRIVY COUNCIL—
List of Business before the Judicial Committee, 49, 128, 185, 217, 297.

RULES AND ORDERS—
Bankruptcy Acts, 1883 and 1890:—
Order of Board of Trade appointing Official Receiver and transferring duties to him, 30th July, 1896..233.
Bankruptcy Rules, 1886 and 1890:—
Board of Trade notice substituting a new form for Form No. 74., 10th Jan., 1896..36.
General Rule as to Costs of Solicitor to Petitioning Debtor, 19th Aug., 1896..251.
Commercial Causes, Notice as to, 36.
Companies (Winding-up) Act, 1890—
Order transferring business to Romer J. during absence on Circuit of Vaughan Williams J., 5th Feb., 1896..55.
General Rule as to attendance of parties in Chambers, 19th May, 1896..158.
County Court Rules, 15th April, 1896..139.
Explanatory Memorandum, 143.
County Court Rules, 19th Nov., 1896..307.
County Courts Act, 1888:—
Order of Secretary of State, 26th Oct., 1896..307.
Draft Rules:—
Bankruptcy Acts, 1883 and 1890, Rule under, 205.
Companies (Winding-up) Act, 1890, Rule under, 87.
Supreme Court Rules (March), 1896..87.
Supreme Court Rule (Order XVI. r. 1), 233

Digitized by Google

RULES AND ORDERS—*continued.*

Law of Distress Amendment Act, 1895:—
Rules under, 29th Nov. 1895..35.
Rule under, 13th Feb. 1896..59.

Life Assurance Companies (Payment into Court) Act, 1896:—
Rules of Supreme Court under, 29th July, 1896..229; re-issued 26th Oct., 1896..291.

Supreme Court Funds Rules, 10th Aug., 1896..243.

Supreme Court Rules, 26th Nov., 1895..35.

Supreme Court Rules (March), 1896:—
Draft Rules, 87; confirmed without alteration, 13th May, 1896..185.

Supreme Court Rules, 26th Oct., 1896..291.

SHERIFFS, UNDER-SHERIFFS, DEPUTIES, AND AGENTS, FOR 1896..82.

STATUTES—
A table giving Chapter, Title, &c. of Statutes for Session 1896—59 & 60 Vict., 70, 87, 163, 211, 229, 233, 237, 239, 243.

SUPREME COURT FUNDS RULES, 10th Aug., 1896..243.

SUPREME COURT OF JUDICATURE—

COURT OF APPEAL—
Sittings Paper, 4, 102, 164, 262.
Cause Lists, 10, 101, 163, 261.

SUPREME COURT OF JUDICATURE—

HIGH COURT OF JUSTICE—

CHANCERY DIVISION—
Sittings Papers, 4, 102, 164, 262.
Cause Lists, 12, 107, 172, 271.
Transfer of Actions, 45, 59, 63, 67, 75, 81, 130, 135, 185, 189, 201, 205, 219, 234, 239, 251, 308, 313, 321.

QUEEN'S BENCH DIVISION—
Cause Lists, 17, 19, 21, 63, 75, 88, 112, 114, 130, 154, 177, 178, 205, 277, 278, 280, 317.
Masters in Chambers, 21, 115, 158, 281.
Rota of Judges, 22, 90, 156, 280.

PROBATE, DIVORCE, AND ADMIRALTY DIVISION—
Sittings Papers, 1, 90, 159, 259.
Cause Lists, 24, 30, 115, 116, 178, 179, 211, 223, 282, 283, 307.

SUPREME COURT RULES, 26th Nov., 1895..35

SUPREME COURT RULES (MARCH), 1896—
Draft Rules, 87; Confirmed without alteration, 13th May, 1896..185.

SUPREME COURT RULES, 26th Oct., 1896..291.

SUPREME COURT RULES (LIFE ASSURANCE COMPANIES), 29th July, 1896..229; re-issued 26th Oct., 1896..291.

UNIVERSITY COLLEGE, LONDON—
Quain Law Lectures, 313.

Digitized by Google

Digitized by Google

THE WEEKLY NOTES, 1896.

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

HILARY SITTINGS, 1896.

PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

UNDEFENDED MATRIMONIAL CAUSES will be taken on the 11th, 13th, 14th, and 15th January.

COMMON JURY CAUSES, Thursday, 16th January, to Friday, 7th February, inclusive.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF, Saturday, 8th February, to Tuesday 3rd March, inclusive.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

SPECIAL JURY CAUSES, Wednesday, 4th March, to Tuesday, 24th March, inclusive.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

NOTICE.—Common and Special Jury Causes set down for trial after the Sittings List is published, and which are ready for trial at the time the Common and Special Jury Causes are taken, will be added to the List.

A SUPPLEMENTAL LIST of Undefended and Defended Causes Without Juries will be taken on and after Wednesday, the 25th March.

SUMMONSES BEFORE THE JUDGE will be heard at 11 o'clock, and Motions will be heard in Court at 12 o'clock on Monday, January 13th, and on each succeeding Monday during the Sittings.

Summonses before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays *must* be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock P.M. on the preceding Wednesday.

ADMIRALTY.

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Saturday, January 11th, until Wednesday, April 1st, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

Summonses in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for Summonses to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (*Room* 738), on the Wednesday preceding.

Summonses before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (*Room* 730 or 733), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 730 to 744, and are open from 10 to 4, except on Saturday and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 13th to October 23rd, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 733; Reference Room, 743.

COUNCIL OF LEGAL EDUCATION.

HILARY TERM, 1896.

SYLLABUS of a COURSE OF SIX LECTURES to be delivered by A. BIRRELL, Q.C., M.P., on "THE DUTIES AND LIABILITIES OF TRUSTEES."

SYLLABUS.

Different kinds of Trusts:—Express Trusts (Executed and Executory); Implied Trusts; Resulting Trusts; Constructive Trusts; Public Trusts and Private Trusts.—Object of these Lectures to ascertain and explain present legal position of persons who have accepted an express executed private Trust either under a Will or Deed.

In order to ascertain this position, reference must be had to both CASE LAW and STATUTE LAW. Important changes have recently been made in the law on this subject, both by statute and by a new disposition and temper towards Trustees shewn by the Judges in recent important decisions.

The present time is, therefore, a favourable opportunity to survey the subject and to consider, first, the DUTIES of Trustees and then their LIABILITIES.

THE DUTIES OF TRUSTEES.

The FIRST duty of a Trustee is to make himself acquainted with the Terms of his Trust. The SECOND duty is always to bear those terms in mind and carry them out. The THIRD duty is never to depart from them. The FOURTH duty is to take as much care of the Trust property as (being a prudent man of business) he is accustomed to take of his own. The FIFTH duty is in all investments, and particularly in the case of investments on mortgage of real or leasehold

Digitized by Google

estate, to observe *to the letter* both the provisions of the Trust Deed or Will and the requirements of Parliament. The SIXTH duty is to give the persons beneficially interested in the Trust such information as to the state of the trust funds and otherwise as they may from time to time require, and to furnish such persons with Accounts. The SEVENTH duty is not to make a penny piece of personal profit out of the trust business—unless a professional man specially authorized by the Trust Deed or Will so to do. The EIGHTH duty is to co-operate with the Co-Trustee or Co-Trustees in a friendly and reasonable spirit, and to consult him or them about all matters connected with the Trust, and to retire (on being paid costs, charges and expenses) whenever requested so to do by the parties interested. And NINTHLY and LASTLY, whenever any question of difficulty actually arises as to the extent of his powers or the nature of his duty, to take the opinion of a Judge in Chambers by way of Summons.

THE LIABILITIES OF TRUSTEES.

The Liabilities of Trustees are measured by their duties. Every plain neglect of duty is a Breach of Trust, and if a Breach of Trust results in pecuniary loss, the Trustee committing it is personally liable, *e.g.*, to make an investment of a kind not authorized by the terms of the Trust is to neglect Duties Nos. I., II. and III., whilst to make an improvident investment on a mortgage security (mortgage securities being authorized by the Trust) is to neglect Duties Nos. IV. and V.—Active and Passive Breaches of Trust.—Liability for Breaches of Trust of a Co-Trustee.—Acquiescence in a Breach of Trust.—Difference between an act which is a Breach of Trust *ab initio*, and one which only subsequently becomes a Breach of Trust.—Usual Breaches of Trust.—*Improper Investments*, and *continuing to carry on Farming and other business operations for the benefit of Widows and Infants.*

The present Law as to *Investments*, and *as to carrying on business*.—What is Wilful Default.—The Statute of Limitations may now be pleaded by Trustees in certain circumstances: These circumstances considered.—The delegation of Trusts.—Power of Trustees to authorize receipt of money by Banker or Solicitor.—Nominal necessity of all the Trustees taking part in the trust transactions.—Forgery.—Remuneration of Trustees.—Scotch Law.—Value of Indemnity Clauses contained in the Act of 1893 (see sections 24 and 45).—Proposals to have Official Trustees.

STATUTES.

The Trustee Act, 1888 (51 & 52 Vict. c. 59), sections 1 and 8. Other sections have been repealed.
The Trustee Act, 1893 (56 & 57 Vict. c. 53).
An Act to amend Trustee Act, 1893 (57 & 58 Vict. c. 10) (1894).

SOME IMPORTANT RECENT DECISIONS WHICH WILL BE REFERRED TO.

1. *Speight* v. *Gaunt* (1883), 9 Appeal Cases, p. 1.
2. *Learoyd* v. *Whiteley* (1887), 12 Appeal Cases, p. 727.
3. *Rae* v. *Meek* (1889), 14 Appeal Cases, p. 558.
4. *Knox* v. *Mackinnon* (1888), 13 Appeal Cases, p. 753.
5. *Priest* v. *Uppleby* (1889), 42 Ch. Div. 351.
6. *In re Bowden, Andrew* v. *Cooper* (1890), 45 Ch. D. 444.
7. *Somerset* v. *Earl Poulett* (1894), 1 Ch. 231.

The Lectures will be delivered in the LECTURE ROOM, under the Inner Temple Library. Entrance in King's Bench Walk.

The First Lecture will be delivered on

Thursday, the 16th of January, at 7.30 p.m.,

and the Lectures will be continued at the same hour on subsequent Thursdays.

The Lectures will be open to all Members of the Inns of Court free, and to gentlemen Non-Members on payment of a Fee of One Guinea for the Course.

Tickets for Non-Members to be obtained at the Office of the Council, Lincoln's Inn Hall, W.C.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Charles Goble Champion and Ernest Robert Champion (Champion & Sons), Solicitors, 17, Ironmonger Lane, by mutual consent as from June 30, 1895.

Henry Kinneir, Henry Coggan Tombs, and Walter Henry Kinneir (Kinneir & Tombs), Solicitors, Swindon, Cricklade, and Wootton Bassett, Wilts, as from Dec. 31, 1894, so far as regards Henry Coggan Tombs. The business will henceforth be carried on under the style of Kinneir & Co.

Francis Lawson and Frederick William Cook (Lawson & Cook), Solicitors, 26, Great James Street, Bedford Row, W.C., by mutual consent as from Dec. 31, 1895.

Thomas Watkin Wayne Morgan and Richard Hill-Male (Morgan & Male), Solicitors, Pontypridd, Glamorgan, dissolved on Nov. 21, 1895, by mutual consent.

APPOINTMENT.

Arthur Mellor Bramall, Esq., of 47, Lime Street, E.C., has been appointed Solicitor to the Vestry of St. Mary, Islington.

WILLIAM CLOWES & SONS' LIST.

To be published early in January.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT (with Precedents): for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents and Forms of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, and other Proceedings. By ANDREW THOMSON, Esq., B.A., LL.D. (Lond.), of the Inner Temple, Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"The very small compass in which Mr. Strickland has indicated the whole subject-matter of the Acts renders it of the greatest use."—*Weekly Register.*

"This is a useful publication."—*Irish Law Times.*

"Shows at a glance the present condition of the Statute book."—*Manchester Guardian.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town :—The LORD CHIEF JUSTICE OF ENGLAND, POLLOCK B., CHARLES J., BRUCE J., *during the whole of the Circuits; the other Judges till their respective Commission Days.*

NOTICE.—In cases where no note is appended to the Names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the Case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

Winter Sessions, 1896.	MIDLAND.	OXFORD.	HOME.	WESTERN.	S. WALES AND CHESTER.	N. WALES, CHESTER AND GLAMORGAN.	S. EASTERN.	NORTHERN.	N. EASTERN.
Commission Days.	*Hawkins J. Mathew J.*	*Grantham J. Wright J.*	*Cave J.*	*Mr. Commr. Bosanquet, Q.C.*	*Day J.*	*Mr. Commr. Forbes, Q.C.*	*Wills J.*	*Vaughan Williams J. Kennedy J.*	*Lawrance J. Collins J.*
Jan. 11	Dates not yet fixed.	Dates not yet fixed.	.. ..	Devizes	.. ..	Welshpool	Huntingdon	.. ..	.. ..
14			.. ..	.. ..	.. ..	Dolgelly	Cambridge *Thursday* 16	.. ..	.. ..
day 15			.. ..	Dorchester	Haverford-w.	.. ..		.. ..	.. ..
ay 16			.. ..	.. ..	.. ..	Carnarvon	.. ..	.. ..	.. ..
17			Maidstone *Monday* 20	.. ..	Lampeter	.. ..	.. ..	.. ..	.. ..
ay 18				Taunton *Tuesday* 21	.. ..	.. ..	Ipswich *Wednes.* 22	.. ..	.. ..
20			.. ..		Carmarthen	Beaumaris		.. ..	.. ..
day 23			Guildford	.. ..	.. ..	Ruthin	.. ..	.. ..	.. ..
24			.. ..	Bodmin	Brecon	.. ..	Norwich *Tuesday* 28	.. ..	.. ..
27			.. ..	.. ..	Presteign	Mold		.. ..	.. ..
day 29			Exeter 2		Chester 2		.. ..	.. ..	.. ..
31			.. ..	.. ..	.. ..	.. ..	Chelmsford *Tues. Feb.* 4	.. ..	.. ..
Feb. 3			.. ..	.. ..	.. ..	.. ..		.. ..	.. ..
4			Winchester 2		.. ..	.. ..	.. ..	.. ..	.. ..
day 5			.. ..	.. ..	Cardiff 2		.. ..	.. ..	.. ..
ay 6			.. ..	.. ..	.. ..	.. ..	Hertford	.. .	.. ..
10			.. ..	.. ..	.. ..	.. ..	Lewes *Thursday* 13	Appleby	.. ..
11			Bristol 2		.. ..	.. ..		.. ..	.. ..
13			.. ..	.. ..	.. ..	.. ..	.. ..	Carlisle	.. ..
17			(End)		(End)		.. ..	Lancaster	.. ..
day 19			.. ..	.. ..	.. ..	.. ..	(End)	.. ..	Newcastle 2
21			.. ..	.. ..	.. ..	.. ..	.. ..	Manchester 2	.. ..
ay 22			.. ..	.. ..	.. ..	.. ..	.. ..		.. ..
24			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
day 26			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Durham 2
ay 27			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
Mar. 2			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
ay 5			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	York 2
6			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
9			.. ..	.. ..	.. ..	.. ..	.. ..	Liverpool 2	Leeds 2
13			.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
day 28			.. ..	.. ..	.. ..	.. ..	.. ..	(End)	(End)

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT, I. *Final and Interlocutory Appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.*	APPEAL COURT, II. *Final and Interlocutory Appeals from the Chancery and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.*	CHANCERY COURT, I. Before Mr. Justice CHITTY.	CHANCERY COURT, II. Before Mr. Justice NORTH.
SATURDAY,	Jan. 11	. . . . .	. . . . .	Petitions and Short Causes.	Mtns., Sh. Causes, & Ptns.
MONDAY	„ 13	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Interlocutory Motions & New Trial Paper if req.	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Sitting in Chambers . .	Sitting in Chambers. .
TUESDAY	„ 14	New Trial Paper . .	Chancery Final Appeals .	Mns. & Non-Witness List .	Adjourned Summonses .
WEDNESDAY	„ 15	Ditto	Ditto	Non-Witness List . .	Ditto . . .
THURSDAY	„ 16	Ditto	County Palatine Aps. and Chancery Final Appeals.	Ditto	Ditto . . . .
FRIDAY	„ 17	Bkcy. Aps. & N. T. Paper.	Chancery Final Appeals .	Mns. & Non-Witness List .	Motions and Adj. Sumns.
SATURDAY	„ 18	New Trial Paper . .	Ditto	Pets., Short Can., Op. Pets., Pro. Sums., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY	„ 20	Ap. Mns. *ex. p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers. .	Sitting in Chambers. .
TUESDAY	„ 21	Q.B. Final Appeals . .	Ditto	Non-Witness List . .	Adjourned Summonses .
WEDNESDAY	„ 22	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto . . . .
THURSDAY	„ 23	Ditto	Chancery Final Appeals .	Ditto	Ditto . . .
FRIDAY	„ 24	Bkcy. Aps. & Q.B. F. Aps.	Ditto	Mns. & Non-Witness List .	Mns. & Adjourned Sums.
SATURDAY	„ 25	Q.B. Final Appeals . .	Ditto	Pets., Short Causes, Pro. Sums., Op. Pets., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY	„ 27	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Ditto	Sitting in Chambers. .	Sitting in Chambers. .
TUESDAY	„ 28	New Trial Paper . .	Ditto . . .	Non-Witness List . .	Adjourned Summonses .
WEDNESDAY	„ 29	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto . . .	Ditto . . .
THURSDAY	„ 30	Ditto	Chancery Final Appeals .	Ditto	Ditto . . .
FRIDAY	„ 31	Bkcy. Apps & N. T. Paper.	Ditto	Mns. & Non-Witness List .	Motions & Adjd. Sumns.
SATURDAY,	Feb. 1	New Trial Paper . .	Ditto	Pets., Short Causes, Pro. Sums., Op. Pets., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY	„ 3	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers. .	Sitting in Chambers.
TUESDAY	„ 4	Q.B. Final Appeals . .	Ditto	Witness List . . .	Adjourned Summonses
WEDNESDAY	„ 5	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Orders made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto . . .
THURSDAY	„ 6	Ditto	County Palatine Appeals and Chancery Final Aps.	Ditto	Motions (for Mr. Justice CHITTY) and Adj. Sum
FRIDAY	„ 7	Bkcy. Aps. & Q.B. F. Apps.	Chancery Final Appeals .	Ditto	Motions and Adj. Summ
SATURDAY	„ 8	Q. B. Final Appeals. .	Ditto	Ditto	Sh. Can., Pets., including Unop. Pets. for Mr. Justice CHITTY, Fur. Con and Adjourned Summns
MONDAY	„ 10	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. and New Trial Paper if required.	Ditto	Sitting in Chambers .	Sitting in Chambers.

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.			
Mtns., Short Causes, & Unop. Ptns.	The following will be the Order of Business according to the days of the week :—	Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from January 11th to April 1st, both inclusive.	SATURDAY,	Jan.	11
Sitting in Chambers	Monday—Sitting in Chambers.		MONDAY	"	13
General Paper	Tuesday (General Paper.)		TUESDAY	"	14
Ditto	Wednesday (General Paper.)		WEDNESDAY	"	15
Ditto	Thursday (General Paper.)		THURSDAY	"	16
Motns., Adjd. Sumns., & Gen. Paper Short Causes, Petitions, Adjourned Summonses, and General Paper.	Friday—(except January 24th, and February 2nd) — Motions and Non-Witness Actions or Adjourned Summonses.		FRIDAY	"	17
			SATURDAY	"	18
Sitting in Chambers	The first day of the Sittings, Saturday, January 11th, and the last day of the Sittings, Wednesday, April 1st, will also be Motion days.		MONDAY	"	20
General Paper			TUESDAY	"	21
Ditto	In addition Mr. Justice STIRLING'S Motions will be taken on Thursdays, February 6th, and February 13th.		WEDNESDAY	"	22
Motions for Mr. Justice KEKEWICH and General Paper.	Saturday—Short Causes, Petitions, and Non-Witness Actions, or Adjourned Summonses.		THURSDAY	"	23
Motions, Adjd. Sumns., & Gen. Pa.			FRIDAY	"	24
Sht. Cau., Petns. (including Unop. Petns. for Mr. Justice KEKEWICH), Adjd. Sumns. and General Paper.			SATURDAY	"	25
Sitting in Chambers	Actions for Trial with Witnesses will be taken on Tuesday, January 21st, and continued until the end of the following week. Motions will be heard during that period by Mr. Justice STIRLING.		MONDAY	"	27
General Paper	Actions for Trial with Witnesses will also be taken at other times, and probably for another continuous fortnight. Notice will be given in the Daily Cause List.		TUESDAY	"	28
Ditto			WEDNESDAY	"	29
Motions for Mr. Justice KEKEWICH and General Paper.			THURSDAY	"	30
Mtns., Adjd. Sumns., & Gen. Paper	*Business in the Liverpool and Manchester District Registries will be taken once a fortnight as follows :—*		FRIDAY	"	31
Sht. Caus., Ptns. (including Unop. Pets. for Mr. Justice KEKEWICH), Adjnd. Sumns., and Gen. Paper			SATURDAY,	Feb.	1
Sitting in Chambers	Summonses in Chambers on the Afternoons of Fridays, January 17th and February 7th, and subsequently on alternate Fridays.		MONDAY	"	3
Witness Actions	Motions, Short Causes, Petitions, and Adjourned Summonses on Saturdays, January 18th, and February 8th, and subsequently on alternate Saturdays.		TUESDAY	"	4
Ditto			WEDNESDAY	"	5
Ditto			THURSDAY	"	6
Ditto			FRIDAY	"	7
Ditto			SATURDAY	"	8
Sitting in Chambers			MONDAY	"	10

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896—*continued.*

	COURT OF APPEAL.		HIGH COURT OF JUSTICE	
	APPEAL COURT, I.	APPEAL COURT, II.	CHANCERY COURT I. Before Mr. Justice CHITTY.	CHANCERY COURT, II. Before Mr. Justice NORTH.
TUESDAY, Feb. 11	New Trial Paper	Chancery Final Appeals	Witness List	Adjourned Summonses
WEDNESDAY „ 12	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Orders made on Inter. Mns. (sep. List), & Ch. Final Aps. if req.	Ditto	Ditto
THURSDAY „ 13	Ditto	Chancery Final Appeals	Ditto	Mtns. (for Mr. Justice CHITTY), & Adjd. Sums.
FRIDAY „ 14	Bkcy. Aps. & N. T. Paper.	Ditto	Ditto	Mtns. & Adjourned Sums.
SATURDAY „ 15	New Trial Paper	Ditto	Ditto	Short C. (inc. Unop. Pets. for Mr. Justice CHITTY), Fur. Considerations, & Adjd. Summonses
MONDAY „ 17	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Orders made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 18	Q. B. Final Appeals.	Ditto	Non-Witness List	Witness Actions
WEDNESDAY „ 19	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if req.	Ditto	Ditto
THURSDAY „ 20	Ditto	Chancery Final Appeals	Mns. for Mr. Justice NORTH and Non-Witness List	Ditto
FRIDAY „ 21	Bkcy. Aps. & Q. B. F. Aps.	Ditto	Mns. & Non-Witness List.	Ditto
SATURDAY „ 22	Q. B. Final Appeals.	Ditto	Pets., (inc. Unop. Pets. for Mr. Justice NORTH), Short C., Opp. Pets., Pro. Sums., & Non-Witness List.	Ditto
MONDAY „ 24	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and N. T. Paper if required.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 25	New Trial Paper	Ditto	Non-Witness List	Witness Actions
WEDNESDAY „ 26	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „ 27	Ditto	Chancery Final Appeals	Mns. for Mr. Justice NORTH, and Non-Witness List	Ditto
FRIDAY „ 28	Bkcy. Aps. and N. T. Paper.	Ditto	Mns. and Non-Witness List	Ditto
SATURDAY „ 29	New Trial Paper	Ditto	Pets., (inc. Unop. Pets. for Mr. Justice NORTH), Short C., Pro. Sums., Opp. Pets., & Non-Witness List	Ditto
MONDAY, March 2	Ap. Mns. *ex. p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions, and Q. B. F. Ap. if required.	Ditto	Sitting in Chambers.	Sitting in Chambers
TUESDAY „ 3	Q. B. Final Appeals.	Ditto	Non-Witness List	General Paper.
WEDNESDAY „ 4	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Orders made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „ 5	Ditto	County Palatine Appeals and Chancery Final Aps.	Ditto	Ditto
FRIDAY „ 6	Bkcy. Aps. & Q.B. F. Aps.	Chancery Final Appeals	Mns. & Non-Witness List.	Mtns. and Adjd. Sums.
SATURDAY „ 7	Q. B. Final Appeals.	Ditto	Pets., Short Causes, Pro. Sums., Opp. Pet., and Non-Witness List	Short Causes, Petitions, Further Considerations, and Adjourned Sums.
MONDAY „ 9	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. & New Trial Paper if required.	Ditto	Sitting in Chambers.	Sitting in Chambers.

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896—*continued.*

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
Witness Actions	[*See page* 5]	[*See page* 5]	TUESDAY, Feb. 11
Ditto			WEDNESDAY, „ 12
Ditto			THURSDAY „ 13
Ditto			FRIDAY „ 14
Ditto			SATURDAY „ 15
Sitting in Chambers			MONDAY „ 17
General Paper			TUESDAY „ 18
Ditto			WEDNESDAY „ 19
Ditto			THURSDAY „ 20
Mtns., Adjd. Sumns., & Gen. Paper			FRIDAY „ 21
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 22
Sitting in Chambers			MONDAY, „ 24
General Paper			TUESDAY „ 25
Ditto			WEDNESDAY „ 26
Ditto			THURSDAY „ 27
Mtns., Adjd. Sumns., & Gen. Paper			FRIDAY „ 28
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 29
Sitting in Chambers			MONDAY, March 2
General Paper			TUESDAY „ 3
Ditto			WEDNESDAY „ 4
Ditto			THURSDAY, „ 5
Mtns., Adjd. Sumns., & Gen. Paper			FRIDAY, „ 6
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 7
Sitting in Chambers			MONDAY „ 9

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896—*continued.*

	COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
	APPEAL COURT, I.	APPEAL COURT, II.	CHANCERY COURT, I. Before Mr. Justice CHITTY.	CHANCERY COURT, II. Before MR. Justice NORTH.
TUESDAY, Mar. 10	New Trial Paper	Chancery Final Appeals	Non-Witness List.	General Paper
WEDNESDAY „ 11	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „ 12	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY „ 13	Bkcy. Aps. & N. T. Paper.	Ditto	Motns. and Non-Witns. List.	Motions and Adjd. Sumns.
SATURDAY „ 14	New Trial Paper	Ditto	Pets., Sht. Cs., Op. Pets., Pro. Sums. and Non-Witness List.	Sht. Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY „ 16	Aps. Mn. *ex. p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions, and Q. B. Final Appeals if reqd.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 17	Q. B. Final Appeals.	Ditto	Non-Witness List.	General Paper.
WEDNESDAY „ 18	Ditto	Ap. Mns. *ex. p.*—Orig. Mns.—Aps. from Ords. made on Inter, Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „ 19	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY „ 20	Bkcy. Aps. & Q.B. F. Aps.	Ditto	Mns. & Non-Witness List.	Motions and Adjd. Sumns.
SATURDAY „ 21	Queen's Bench Final Appeals.	Ditto	Pets., Sht. Cs., Pro. Sums., Opposed Petitions. and Non-Witness List.	Short Causes, Petitions, Further Considerations, and Adjourned Sumns.
MONDAY „ 23	Ap. Mns. *ex. p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 24	New Trial Paper	Ditto	Non-Witness List	General Paper.
WEDNESDAY „ 25	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „ 26	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY, „ 27	Bkcy. Aps. & N. T. Paper	Ditto	Mtns. & Non-Witness. List.	Motions and Adjd. Sumns.
SATURDAY „ 28	New Trial Paper	Ditto	Pets., Sht. Cs., Op. Pets., Pro. Sumns., & Non-Witness List.	Short Causes, Petitions, Further Considerations, and Adjourned Sumns.
MONDAY „ 30	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. and Q B. Final Aps. if required.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 31	Q. B. Final Appeals	Ditto	Remg. Mns. & Non-W. List.	General Paper
WEDNESDAY, Apr. 1	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Motions and Adjourned Summonses.

N.B.—*Admiralty Appeals* (with Assessors) *will be taken on days to be appointed by the Court.*

N.B.—*Lunacy Matters* (*if any*) *are taken in* APPEAL COURT II., *on every Monday at Eleven until further notice.*

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal List, the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

N.B.—The Witness List will probably be taken on some days other than those above appointed, of which due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.

N.B.—The following papers on Fur. Con. are required for the use of the Judge, viz.—*Two Copies of Minutes of the proposed Judgment or Order*, 1 *Copy Pleadings*, and 1 *Copy Chief Clerk's Certificate*, *which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.*

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk the day before the Cause is to be put in the Paper.

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896—continued.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
General Paper	[See page 5]	[See page 5]	TUESDAY, Mar. 10
Ditto			WEDNESDAY „ 11
Ditto			THURSDAY „ 12
Motns., Adjd. Sumns., & Gen. Paper			FRIDAY „ 13
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 14
Sitting in Chambers			MONDAY „ 16
General Paper			TUESDAY „ 17
Ditto			WEDNESDAY „ 18
Ditto			THURSDAY „ 19
Motns, Adjd. Sumns., & Gen. Paper.			FRIDAY „ 20
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 21
Sitting in Chambers			MONDAY „ 23
General Paper			TUESDAY „ 24
Ditto			WEDNESDAY „ 25
Ditto			THURSDAY „ 26
Mtons., Adjd. Sumns., & Gen. Paper			FRIDAY „ 27
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 28
Sitting in Chambers			MONDAY „ 30
General Paper			TUESDAY „ 31
Motns., Adjd. Sumns., & Gen. Paper			WEDNESDAY, Apr. 1

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the Cause is to be put into the Paper.

Witness Actions may be taken on days other than those mentioned above; of these due notice will be given.

Digitized by Google

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1896.

THE COURT OF APPEAL.

APPEAL COURT I.—NOTICES.

Queen's Bench Interlocutory Appeals will be taken in COURT I. on Monday, Jan. 13, and afterwards on every Monday in Hilary Sittings. Bankruptcy Appeals will be taken on Friday, Jan. 17, and following Fridays.

Queen's Bench Final Appeals and New Trial Motions will be taken in COURT I. in alternate weeks during the Sittings. New Trial Motions will be taken in COURT I. on Monday, Jan. 13, and following days in that week. Final appeals in the second week.

On Mondays and Fridays Final Appeals or New Trial Motions will be taken if there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Admiralty Appeals (with Assessors) will be taken in COURT I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in COURT II. on Monday, Jan. 13, and afterwards on every Wednesday in Hilary Sittings.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in COURT II. until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper, Chancery Final Appeals will be added on Interlocutory days.

APPEALS from the Lancaster and Durham Palatine Courts (if any) will be taken in COURT II. on Thursday, Jan. 16, Thursday, Feb. 6, and Thursday, March 5.

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal List, the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

From the Chancery Division.

JUDGMENTS RESERVED.

FINAL LIST.

Cunnack	Edwards appl. of Attorney-Gen. from order of Mr. Justice Chitty, dated March 23, 1895 (restored) c.a.v. November 4 (Present, The Lord Chancellor, Lord Justice A. L. Smith, and Lord Justice Rigby)
In re De Hoghton / De Hoghton	De Hoghton appl. of the Commrs. of Inland Revenue from order of Mr. Justice Stirling, dated June 19, 1895. c.a.v. November 15 (Present, Lord Herschell, Lord Justice A. L. Smith, and Lord Justice Rigby)
James	The Buena Ventura Nitrate Grounds Syndicate ld. appl. of Pltff. from order of Mr. Justice Chitty, dated Aug. 2, 1895. c.a.v. December 7 (Present, Lord Herschell, Lord Justice A. L. Smith, and Lord Justice Rigby)

From the Chancery Division.

FINAL LIST.

1895.

1	Hodgson	De Veysey appl. of Deft. Alice De Veysey from order of Mr. Justice North, dated March 20, 1895 (100*l.* *security ordered*) July 16
2	In re Vaughan Hughes / Lark	Vaughan Hughes appl. of Pltffs. from order of Mr. Justice Kekewich, dated June 20, 1895 part heard (s.o. by order, Nov. 14, 1895) July 24
3	In re Same / Same	Same appl. of Defts. Lark, Sons & Co. ld. from order of Mr. Justice Kekewich, dated June 20, 1895 part heard (s.o., by order, Nov. 14, 1895) August 2
4	In re Whettam / Parsons	Donnithorne appl. of Defts N. Donnithorne and anr. from order of Mr. Justice North, dated May 3, 1895 August 9
5	Chillingworth	Chambers appl. of Pltff. R. J. Chillingworth from order of Mr. Justice North, dated August 7, 1895 (January 20) August 23
6	In re Skilbeck / Dyson	Wrigley appl. of Deft. J. P. Crosland from order of Mr. Justice Kekewich, dated June 15, 1895 (not before February) October 2
7	In re Jordan / Sergeantson	Stokes appl. of Pltff. from amended Official Referee's report, dated July 1, 1895 October 19
8	In re Same / Same	Same appl. of Defts. from same report, dated July 1, 1895 October 19
9	In re Same / Same v. Same	appl. of Defts. from judgt. of Mr. Justice Kekewich, dated June 27, 1893 — restored after Official Referee's report, by order, dated May 24, 1894
10	In re Same / Same v. Same	appl. of Defts. from order of Mr. Justice Kekewich, dated July 11, 1893 — restored after Official Referee's report, by order, dated May 24, 1894
11	In re The Common Petroleum Engine Co. ld. & Co.'s Acts, 1862 to 1890	appl. of George Emdin, Liquidator of Co., from order of Mr. Justice Romer (sitting for Mr. Justice Vaughan Williams), dated August 5, 1895 October 21
12	Powell	Birmingham Vinegar Brewery Co. ld. appl. of Defts. from order of Mr. Justice Stirling, dated Oct. 29, 1895 November 19
13	Horrocks	Stubbs appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 30, 1895 December 5
14	In re a Contract between Johnston & Lang & V. & P. Act, 1874	appl. of T. Johnston from order of Mr. Justice Kekewich, dated Nov. 29, 1895. December 5.
15	Peek	Ray appl. of Plaintiff from order of Mr. Justice Romer, dated June 27, 1895 December 11
16	In re Hubbuck / Hart	Stone appl. of Deft. E. E. Stone from order of Mr. Justice Stirling, dated Nov. 13, 1895 December 14
17	In re Pitcairn / Brandreth	Colvin appl. of Pltff. from order of Mr. Justice North, dated Nov. 5, 1895 December 16
18	Miller	Collins appl. of Deft. from order of Mr. Justice Stirling, dated Nov. 9, 1895 December 17
19	Hurlstone	Ashton appl. of Defts. A. Godwin & ors. from order of Mr. Justice Kekewich, dated Dec. 7, 1895 (*order not perfected*) December 20
20	In re Mason's Orphanage & The London & North Western Ry. Co. & V. & P. Act, 1874	appl. of W. L. Barber & ors. from order of Mr. Justice Stirling, dated Oct. 31, 1895 December 20
21	Edgar	Jacobs appl. of Deft. G. S. Jacobs from order of Mr. Justice Kekewich, dated Nov. 27, 1895 December 21
22	In re Austen / Austen	Austen appl. of Defts. G. F. Austen (widow) and anr. from order, dated Oct. 28, 1895 December 20
23	In re Holt & Co.'s Trade Mark & Patents, Designs, &c. Acts	appl. of Messrs. Holt & Co. from order of Mr. Justice North, dated Nov. 30, 1895 (*order not perfected*) December 20
24	In re Hill / Hill	Goodwyn appl. of Deft. A. H. Goodwyn from order of Mr. Justice Kekewich, dated Dec. 5, 1895 December 24
25	The Liquidation Estates Purchase Co. ld. v. Willoughby	appl. of Pltff. Co. from order of Mr. Justice North, dated July 10, 1895 December 21

Digitized by Google

From the County Palatine Court of Lancaster.

FINAL LIST.

1 In re Whalley Whalley Lancashire, &c. Co. ld. appl. of Defts. R. E. Gardner and anr. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 8, 1895 October 10

2 Norton The Manchester, Sheffield & Lincolnshire Ry. Co. appl. of the Defts. The Manchester, Sheffield, &c., Ry. Co. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 9, 1895 October 17

3 Walker Dodds appl. of Deft. Martha Anne Wroe from two orders of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 12, 1895 November 26

4 Kennedy De Trafford appl. of Defts. The Rt. Hon. Mary Annette De Trafford & anr. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 25, 1895 (*order not perfected*) November 27

5 Kennedy De Trafford appl. of Deft. J. B. Dodson from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 25, 1895 (*order not perfected*) December 10

6 In re Thomas Fare, dec. appl. of H. Gardner & ors. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 7, 1895 December 20

7 Attorney-Gen. of the Duchy of Lancaster v. The Liverpool New Cattle Market Co. appl. of Defts. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov 29, 1895 December 21

8 In re Bennett Jones Bennett appl. of Deft. E. M. Bennett from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 25, 1895 December 21

From the Chancery Division.

INTERLOCUTORY LIST.

1 In re A. E. Fenton, gent. (one, &c.) appl. of M. Cathcart, in person, from order of Mr. Justice Stirling, dated Nov. 14, 1895 December 7 (s.o. for security for costs)

2 Drew Paine appl. of Deft. from order of Mr. Justice North, dated Dec. 4, 1895 December 11

3 In re Newton, infants appl. of John Newton from order of Mr. Justice Kekewich, dated Dec. 3, 1895 December 17

4 Boyd Bischoffsheim appl. of Pltff. from order of Mr. Justice North, dated Dec. 16, 1895 (*order not perfected*) December 21

5 Goucher Laing appl. of Pltffs. from order of Mr. Justice Kekewich, dated May 29, 1895 (set down by leave of Court of Appeal) *order not perfected* December 21

From the Queen's Bench Division.

JUDGMENTS RESERVED.

FINAL LIST.

Attorney-Gen. Baron Sudeley appl. of the Informant from judgt. of the Lord Chief Justice and Mr. Justice Charles, dated August 8, 1895 (c.a.v. December 5)

Branson & anr. v. Lamport & Holt appl. of Defts. from judgt. of Justices Grantham & Lawrance, dated Aug. 8, 1895 (c.a.v. December 9)

INTERLOCUTORY LIST.

The London County Council, Applts. v. The Churchwardens, &c. of the Parish of Lambeth, in the County of London, Respts. (*Crown Side*) appl. of Applts. from order of Baron Pollock and Mr. Justice Wright, dated August 8, 1895 (c.a.v. December 17)

From the Queen's Bench Division.

FOR HEARING.

FINAL LIST.

1895.

1 Malcolm Armstrong appl. of Pltff. from judgt. of Mr. Justice Day, dated May 17, 1895, at trial without a jury, Middlesex May 25 (*security ordered*)

2 Dugdale Hutch Bank Manufacturing Co. & anr. appl. of Pltff. in person from judgt. of the Lord Chief Justice, dated March 2, 1895, at trial without a jury (Salford Division) (*security ordered*) June 1

3 Keys Anglo-Russian Oil Co appl. of Defts. from judgt of Mr. Justice Kennedy, dated August 9, 1895, at trial without a jury, Birmingham September 6

4 Foxwell and ors. v. Van Gruten appl. of Deft. from judgt. of Mr. Justice Vaughan Williams, dated August 12, 1895, at trial with special jury, Bodmin October 10

5 Price, Walker & Co. ld. v. Webb appl. of Deft. from judgt. of Mr. Justice Charles, dated August 8, 1895, at trial without a jury, Birmingham October 15

6 Crawford Wilson, Sons & Co. appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated Nov. 4, 1895, at trial without a jury, Middlesex November 7

7 Turner Roberts appl. of Pltffs. from judgt of Mr. Justice Wright, dated Oct 31, 1895, at trial without a jury, Middlesex pt. hd. November 14

8 Macrory Gibbon appl. of Deft. from judgt. of Mr. Justice Wright, dated Nov. 1, 1895, at trial without a jury, Middlesex November 15

9 Cubison Mayo appl. of Deft. from judgt. of Mr. Justice Day, dated Nov. 6, 1895, at trial without a jury, Middlesex, and cross-notice of appl of Pltff, dated Nov. 20, 1895 November 16

10 City of Gloucester, Parish of St. Nicholas—Registration Appeal Clutterbuck, Applt. v. Taylor & anr., Respts. (*Crown Side*) appl. of Applt. from judgt. of Lord Chief Justice & Justices Grantham & Vaughan Williams, dated Nov. 11, 1895 November 18

11 Torkington Sheridan appl. of Deft. from judgt. of Mr. Justice Mathew, dated Nov 5, 1895 (*security ordered*) November 23

12 Sharp Sharp & Co. ld. appl. of Defts. from judgt. of Mr. Justice Mathew, dated Nov. 16, 1895 November 27

13 Reynard Rising & anr. appl. of C. W. Perryman from judgt. of Mr. Justice Mathew, dated Nov. 27, 1895, at trial without a jury, Middlesex December 3

14 Drax Ffooks (*Crown Side*) appl. of Applt. from judgt. of the Lord Chief Justice & Justices Grantham and Vaughan Williams, dated Nov. 11, 1895 December 5

15 Hunt, Cox & Co. v. Chamberlain appl. of Deft from judgt. of Mr. Justice Mathew, dated Dec. 2, 1895, at trial without a jury, Middlesex December 10

16 Copping Kennard appl. of Pltffs. from judgt. of Mr. Justice Wright, dated Nov. 28, 1895, at trial without a jury, Middlesex December 11

17 Gaskell & anr. Gosling appl. of Deft. from judgt. of the Lord Chief Justice, dated Dec. 2, 1895, at trial without a jury December 14

18 Pitman Norris appl. of Deft. from judgt. of Mr. Justice Mathew, dated Nov. 28, 1895, at trial without a jury Middlesex December 17

19 Thomas & anr. Eldrid appl. of Deft. from judgt. of Mr. Justice Lawrance, dated Dec. 9, 1895, at trial without a jury, Middlesex. December 17

20 Louis, Roth & Co. ld. v. Tayson, Townsend & Co. appl. of Defts. Grant & Graham from judgts. of Mr. Justice Mathew, dated Nov 12, and Dec. 12, 1895, at trial without a jury, Middlesex December 18

21 Thompson & Sheckell ld. v. Veale appl. of Deft. from judgt. of Mr. Justice Lawrance, dated Nov. 28, 1895, at trial without a jury, Cardiff December 19

22 Dove & ors. v. Bell appl. of Deft. from judgt. of Mr. Justice Wills, dated Dec. 13, 1895, at trial without a jury, Middlesex December 20

23 Tomlinson Broadsmith & anr. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated Dec. 5, 1895, at trial with special jury, Manchester December 21

24 Watson, Todd & Co v. Midland Ry. Co. (Railway & Canal Commission) appl. of Applicants from judgt. of Mr. Justice Collins, The Right Hon. Sir Frederick Peel, and the Right Hon. Viscount Cobham, dated Dec 11, 1895

From Probate, Divorce, and Admiralty Division.

(*Admiralty.*)

FOR HEARING.

With Nautical Assessors.

1895.

1 The Linnet—1895.—Folio 140 (damage) Owners of Helen Craig v. Owners of Linnet appl. of Defts. from judgt. of Mr. Justice Barnes, dated July 21, 1895 August 6

2 The Turkistan—1895.—Fos. 368 & 375 (consolidated) Owners of Edam & ors. v. Owners of Turkistan (damage) appl. of Defts. from order of the President, dated October 30, 1895 November 15

From the Queen's Bench Division.

NEW TRIAL PAPER.

1895.

1 The Mayor, &c. of London v. Barnes appln. of Pltffs. for judgt. or new trial on appl. from verdict and judgt., dated July 18, 1895, at trial before Mr. Justice Wright & special jury, Middlesex (Deft. Barnes dead) July 26

2 Lee Hammett appln. for Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 23, 1895, at trial before Mr. Justice Lawrance and common jury, Glamorgan December 7

3 Sedgwick Matthews appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 25, 1895, at trial before Mr. Justice Lawrance and common jury, Cardiff December 12

Digitized by Google

4	Ruffhead & anr.	Kemp & anr. appln. of Deft. from judgt. or new trial on appl. from verdict and judgt., dated Nov. 25, 1895, at trial before the Chief Justice and special jury, Middlesex December 13
5	Powell	Powell appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated Dec. 11, 1895, at trial before the Lord Chief Justice and special jury, Middlesex December 20
6	Andrews	Mockford appln. of Defts. W. G. Mockford & anr. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 11, 1895, at trial before the Lord Chief Justice and special jury, Middlesex December 20
7	Target	Jackson appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 12, 1895, at trial before the Lord Chief Justice and special jury, Middlesex December 21

From the Queen's Bench Division.

(In Bankruptcy.) 1895.

1	In re Salomon (expte. A. Salomon & Co.)	from an order of Mr. Registrar Giffard dismissing petition
2	In re a Bankruptcy Petition (expte. The Petitioning Creditor)	from an order of Mr. Registrar Linklater, dated Nov. 14, dismissing petition
3	In re Devas, F. S. A. (expte. Official Receiver, Trustee)	from an order of Mr. Justice Vaughan Williams, dated Nov. 14, 1895

From the Queen's Bench Division.

INTERLOCUTORY LIST.

1895.

1	Hood Barrs	Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7
2	Norman	Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7
3	La Sociedad Anonima Asilleros del Nervion v. C.	Cammell & Co. ld. appl. of Pltffs. from order of Mr. Justice Wright, dated Nov. 6, 1895 November 20
4	Ikin	Willey appl. of Deft. from order of Mr. Justice Lawrance, dated Dec. 5, 1895 December 13
5	Blane	Langton appl. of Deft. from order of Mr. Justice Lawrance, dated Dec. 12, 1895 December 16
6	Strutt	The Refuge Assce. Co. ld. appl. of Defts. from order of Mr. Justice Lawrance, dated Dec. 12, 1895 December 17
7	Brotherton	Sharples appl. of Deft. from order of Mr. Justice Lawrance, dated December 6, 1895 December 18

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to December 24th inclusive.

SUMMARY OF APPEALS.

	Final.	Interlocutory.	Total.
From the Chancery Division	25	5	30
From the County Palatine Court of Lancaster	8	—	8
From the Queen's Bench Division	24	7	31
From the Probate, Divorce and Admiralty Division, Admiralty with Assessors	2	—	2
From the Queen's Bench Division Sitting in Bankruptcy	3	—	3
New Trial Paper	7	—	7
Totals	69	12	81

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

HILARY SITTINGS, 1896.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Hilary Sittings Paper, with the following exceptions, viz. :—

MR. JUSTICE CHITTY.—In consequence of Mr. Justice Chitty sitting for the disposal of his Lordship's own Witness List from Tuesday, Feb. 4, until Saturday, Feb. 15 (inclusive), his Lordship's Motions and Unopposed Petitions will be taken by Mr. Justice North—that is to say, Motions on Thursday, Feb. 6, and Thursday, Feb. 13; Unopposed Petitions on Saturday, Feb. 8, and Saturday, Feb. 15. If the state of the Non-Witness List should permit, the Witness List will be taken on some days other than those above appointed, and due notice given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

MR. JUSTICE NORTH.—In consequence of Mr. Justice North sitting for the disposal of His Lordship's own Witness List from Tuesday, Feb. 18, until Saturday, Feb. 29 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Chitty—that is to say, Motions on Thursday, Feb. 20, and Thursday, Feb. 27; Unopposed Petitions on Saturday, Feb. 22, and Saturday, Feb. 29.

MR. JUSTICE STIRLING.—In consequence of Mr. Justice Stirling sitting for the disposal of his Lordship's own Witness List, from Tuesday, Feb. 4, until Saturday, Feb. 15 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Kekewich—that is to say, Motions on Thursday, Feb. 6, and Thursday, Feb. 13; Unopposed Petitions on Saturday, Feb. 8, and Saturday, Feb. 15. *N.B.*—If the state of Business admits, his Lordship may take the Witness List on days in addition to those above appointed, of which due notice will be given in the Daily Cause List.

MR. JUSTICE KEKEWICH.—The Order of Business before Mr. Justice Kekewich will be as stated on the Sittings Paper. Actions for trial with witnesses will be taken on Tuesday, Jan. 21, and continued until the end of the following week. They may also be taken at other times and probably for another continuous fortnight. Notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—MR. JUSTICE KEKEWICH will take Liverpool and Manchester Business as follows :—

1. Summonses in Chambers will be taken on the afternoons of Fridays, Jan. 17 and Feb. 7, and subsequently on alternate Fridays.
2. Motions, Short Causes, Petitions and Adjourned Summonses on Saturdays, Jan 18 and Feb. 8, and subsequently on alternate Saturdays.

MR. JUSTICE ROMER will take Witness Actions every day in the order as they stand in His Lordship's Cause Book.

Digitized by Google

Summonses before the Judge in Chambers.—Justices CHITTY, NORTH, STIRLING, and KEKEWICH will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court will be taken (subject to the Witness List) as follows:—Mr. Justice CHITTY, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice STIRLING, with Non-Witness Actions. Mr. Justice NORTH on the days stated in the Hilary Sittings Paper, and on Fridays and Saturdays. Mr. Justice KEKEWICH on Friday and Saturdays, and also on other days as the Judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the Judges will sit for the disposal of their own Witness Lists as follows:—

Mr. JUSTICE CHITTY will take his Witness List for the ensuing fortnight, beginning on Tuesday, Feb. 4, and will sit continuously (Monday, Feb. 10, excepted) until Saturday, Feb. 15.

Mr. JUSTICE NORTH will begin on Tuesday, Feb. 18, and sit continuously (Monday, Feb. 24, excepted) until Saturday, Feb. 29.

Mr. JUSTICE STIRLING will begin on Tuesday, Feb. 4, and sit continuously (Monday, Feb. 10, excepted) until Saturday, Feb. 15.

Mr. JUSTICE KEKEWICH will begin on Tuesday, Jan. 21, and sit continuously (Monday, Jan. 27, excepted) until Saturday, Feb. 1.

N.B.—The Witness List will probably be taken on some days other than those above appointed, of which due notice will be given.

During the fortnight when a Judge is engaged on his Witness List, Motions in Causes or Matters assigned to him (including Exparte Motions, but not including Motions relating to the postponement of the Trial or Hearing of any Cause or Matter in his Lordship's List), and also Unopposed Petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice CHITTY will be heard by Mr. Justice NORTH.

Those assigned to Mr. Justice NORTH will be heard by Mr. Justice CHITTY.

Those assigned to Mr. Justice STIRLING will be heard by Mr. Justice KEKEWICH.

Those assigned to Mr. Justice KEKEWICH will be heard by Mr. Justice STIRLING.

CHANCERY CAUSES FOR TRIAL OR HEARING, set down to December 24th, 1895, inclusive.

Before Mr. Justice CHITTY.

CAUSES FOR TRIAL.

(With Witnesses.)

In re The Sovereign Life Assce. Co. & Co.'s Acts adjd. claim (s.o. pending exmn. of witnesses)
Savage — D. B. Harris & Sons action
In re Bligh
Livesey — Hingston action
Cochrane — Exchange Telegraph Co. ld. action
5 In re Kay
Mosley — Keyworth action
In re Ferriman
Haynes — Haynes action
Thompson, &c. — Oliver action (not before February 11)
Thwaites — Coulthwaite action
In re The Ramsgate, &c. Co. ld. & Co.'s Acts motn. (ordered to go into Witness List)
10 London General Omnibus Co. ld. v. Fetton action
Cochrane — Smith action
Allhusen — Trustees, Executors, &c. Insce. Corpn. ld. action (transferred from Stirling, J.)
Repton — Tillett action
National Dwellings Co. ld. v. Corfield action
15 Singer Manufacturing Co. v. G. Lewis & Co. action
In re Allen
Allen — Allen action (without pleadings)
In re Pays
Attorney-Gen. — Crowdy action
Blandell — A. Paine ld. action
Lloyd's Bank ld. v. Bullock action and counterclaim
20 In re Champion
Champion — Gwynn action
Fortescue — Pedler action
Canning — Broad action, set down by order, dated August 8, 1895 (no pleadings)
James — Trustees, Exors. & Securities Insce. Corpn. ld. action (transferred from Kekewich, J.)
British West Australian Agency ld. v. Oxley action
25 Chapman — Strong & Hanbury action
Tweedale — Howard & Bullough ld. action
The Actien Gesellschaft, &c. v. T. Remus & Burgon and Co. action
Gloucestershire Banking Co. ld. v. Bryiges action
Thompson — Thompson action & motn. for judgt.
30 In re Ingram
Jones & Elven's Patent, No. 1,639 of 1894 petition
Saunders — Davies action
Keymer — Atkins action
Pneumatic Tyre Co. ld. v. J. B. Parkes & Co. action
London, Edinburgh & Glasgow Assce. Co. ld. v. Lindley action
35 Caulfield — Wood action
Davies — Bishop action
In re Wilkinson
Nottingham, &c. Bank ld. v. Wilkinson action
Marriage — Praed action
Tolson — Speight & Son action
40 Tolson — Singleton & Co. action
In re Wade
Kerrick — Joselyn action
Murphy — Pickford action
Hughes — Hughes action & motn. for judgt.
Russell — Hayward action
45 Turner — Tinkler action
Donaldson — Parker action
Dorman — Wheeler action
Perkins — J. H. Knight & Sons action
Avery — Orton action & motn. for judgt.
50 In re Brooke
Brooke — Tatham action
In re Formidge
Formidge — Kemp action
In re Honywood
Fraser — Rayer action
In re Graham
Graham — Wynne action & motn. for judgt.
Wensley — Jockel action
55 Brown — Stedman action

CAUSES FOR TRIAL.

(Without Witnesses.)

In re Crowther
Midgley — Crowther motn. for judgt. pt. hd. (first day of adjd. sumns. by order)
In re Budd
Budd — Budd two adjd. sumns. (restored)
Attorney-Gen. — Mayor, &c. of Bristol motn. (turned into trial) pt. hd. when ready to be mentioned by order.
In re Page
National Bank of Wales v. Page adjd. sumns. (first day of adjd. sumns. by order)
5 In re F. Olliver
Millett — Olliver adjd. sumns.
In re G. Olliver
Millett — Padwick adjd. sumns.
Sanguinetti — Stuckey's Banking Co. adjd. sumns.
In re Bowles
Hulme — Clegg adjd. sumns.
In re Sansom
Sansom — Turner adjd. sumns.
Industrial & General Trust ld. v. Nitro-Phosphate Syndicate ld. motn. for judgt.
10 In re Somes
Smith — Somes adjd. sumns.
Attorney-Gen. v. Governors of Christ's Hospital adjd. sumns.
In re Broughton
Peat — Harris adjd. sumns.
In re Broughton
Harris — Peat adjd. sumns.
In re E. R. Smith
Smith — Smith adjd. sumns.
In re Walker
15 In re Hodson
Hodson — Hodson adjd. sumns.
Bienenfeld — J. C. im Thurn & Sons action
In re Tasker
Harrison — Tasker motn. for judgt.
In re Seal
Seal — Taylor adjd. sumns.
In re Reeve
Reeve — Smith adjd sumns.
20 In re Watson
Colby — Sooby adjd. sumns.
In re Cooch's Trusts adjd. sumns.
In re T. W. Baylis, &c. (taxation) adjd. sumns.
In re Bell
Chapman — Bell adjd. sumns.
In re Dillwyn
Ricardo — Woodforde adjd. sumns.
25 Hopkinson — Powis adjd. sumns.
In re Herapath
Herapath — Oakes adjd. sumns.
In re Hudson
Hudson — Hudson adjd. sumns.
Whitwham — Westminster Brymbo Coal and Coke Co. ld. motn. to vary
In re Newton
Hutchinson — Newton adjd. sumns.
30 In re M. Cathcart & Judgment Act, 1864 adjd sumns.
Whitwham — Raikes adjd. sumns.
In re Gonne
Gonne — Gonne adjd. sumns.

Digitized by Google

In re Myburgh
Sinclair — Spence adjd. sumns.
In re Collins
Collins — Collins adjd. sumns.
In re Stains
35 Welley — Stains adjd. sumns.
Wright — Law adjd. sumns.
In re White
Hodges — Fraser adjd. sumns.
In re Todd & Allison's Contract & V. & P. Act, 1874 adjd. sumns.
In re Lart
Wilkinson — Blades adjd. sumns.
In re Thoroton & Croft's Estate
40 Wharton & Croft v. West adjd. sumns.
In re Bowen
Bradley — Bowen adjd. sumns.
In re Elliot
Kelly — Elliot adjd. sumns.
In re Earl of Devon
White — Earl of Devon adjd. sumns.
In re Topham
Topham — Willett adjd. sumns.
45 In re Brockett
Chamberlayne — Meryon adjd. sumns.
In re Horner
Fooks — Horner adjd. sumns.
In re Bonnin
Bonnin — Bonnin adjd. sumns.
Gilbert — Russell adjd. sumns.
In re White
Langridge — Langridge adjd. sumns.
50 In re Amphlett
Bridge — Pitt Taylor adjd. sumns.
In re Clarke's Estate adjd. sumns.
In re Thorold
Thorold — Thorold adjd. sumns.
Newbon — Fish Guano Co. ld. motn. for judgt. (short)
Bevington — The Disc Churn Co. ld. motn. for judgt. (short.)
55 Debenture Corpn. ld. v. C. de. Murrieta & Co. ld. adjd. sumns.
Clarson — Aldridge adjd. sumns.
In re Vickers
Strange — Phenna adjd. sumns.
In re Vickers
Phenna — Strange adjd. sumns.
Norton — Dashwood action & motn. for judgt.
In re Strutt
Strutt — Irwin adjd. sumns.
61 Wynne — Tubbs action

FURTHER CONSIDERATIONS.

In re Marston
Marston — Cattell fur. con.
2 Hayward — Leigh fur. con.

Before Mr. Justice NORTH.

CAUSES FOR TRIAL.

(With Witnesses.)

Collins — Woodfin action
In re Evans
Dyer — Swanten action
Sharp — Sharp action (J. H. Binns and F. W. Binns, bankrupts)
Sharp — Binns action (pleadings to be delivered)
5 In re Archer
Whipp — Archer action
Richards — Ennis action & motn. for judgt.
Parkes — Kershaw action & motn for judgt.
Bloxham — Elwell action
Freehold Land & Building Corpn. ld. v. Castle action
10 Wenham C. ld. Arculus & Co. action
Dennison — Jeffs action
Netley — Broadbent action
Curtis — Thorley action
In re Hobbs
Dunn — Hewitt action
15 Driver — The Freehold & Leasehold Investment Co. ld. action
Meakin — Longhurst action
Brake — Williams action
The Coventry Perseverance Co-operative Soc. ld. v. Liggins action
Fletcher — Nash & Nash action
20 Neil — Tharp action
Jacob — Badcock action
Childs — McVicar action
Jennings — Scott action
Valentine — Styer action without pleadings
25 Hammond — Blott action
Nutt — Stuart action
Batten — Lock action
Wright — Baker action
Our Boy's Clothing Co. ld. v. Holborn Viaduct Land Co. ld. action
30 In re Boyd
Bartlett — Von Heidenstam action
Eastern Concessions ld. v. Defty action
Rogers — Eyton, Burton & Co. action
Oakley — Ford action
Heritage — Skinner action
35 High School Bedford Park ld. v. Richardson action
Purves — Handford action
Cumberland Union Banking Company ld. v. Trustee of Property of E. Sweetapple action, counter-claim and motn. for judgt.
Mackenzie — Holt action
In re the Globe Blocks Mining Co. ld. motn. (ordered to go into Witness List)
40 Bacon — Hillier action (pleadings to be delivered)
McKeown — Joint Stock Institute ld. action
In re Blackburn
Blackburn — Blackburn adjd. sumns. (ordered to go into Witness List)
Goldsmid — Champneys action
Stone — Hance action
45 Mercier — Hutchings action
Windschuegl — Hedley, junr. action
Fitch
Freeman — Fitch actions (consolidated)
Moor — Walls action
Unsworth — Jordan action
50 Pegg — Corporation of British Investors ld. action

POINT OF LAW.

Howard — Holder Point of law raised by pleadings, set down by consent

CAUSES FOR TRIAL.

(Without Witnesses.)

Prout — Cock action (s. o. leave to amend)
Baker — Savage action & motn. for judgt.
Richards — Overseers of the Poor of the Parish of Kidderminster motn. (ordered to go into Non-Witness List)
5 Richards — The Mayor, Aldermen, &c. of the Borough of Kidderminster motn. (ordered to go into Non-Witness List)

ADJOURNED SUMMONSES.

In re Palmer
King — Ogg
In re Courtoy
Godson — Godson
In re Cloak
Davis — Sands adjd sumns. & petn. in "Cloak v. Sands"
In re Wise
Jackson — Parrott
In re Cocck
5 Palmer — Anderson
In re The Midland & South Western Junction Ry. Co., &c.
Hardwick-Morewood v. Morewood
In re Hudson
Hudson — Rodwell
Biggerstaff — Rowatt's Wharf
10 Warburton — Dewar
In re Dunn
Dunn — Dunn
In re Richardson
Morgan — Richardson
Parkinson — Wainwright & Co. ld.
In re Coates
Knight — Ridgway
In re McConnell
15 Murray — Banister
In re Niagara ld. & Co.'s Acts, 1862 to 1867
In re Sanders
Clark — Orchard
In re Sanders's Settlement
In re Peyton
Peyton — Hoskins
20 In re Whicher
Palmer v. Whicher (Pltff.)
In re Same
Same v. Same (Deft.)
} s.o. pending hearing of Pltff.'s summs.
In re Goodwin
Mote — Barnes
In re Sharland
Kemp — Rozey
In re Hayward
Hayward — Blaikie
25 Expte. Vicar of Christ Church, East Greenwich
In re Roth
Goldberger — Roth
In re Evans
Heselden — Evans
In re Wainwright
Wainwright — Hodgson
Bolton — Bolton
In re Maber & Settled Land Acts
30 Armsby — Maber
In re Gray
Gray — Gray
In re Maitland
Chitty — Maitland
In re H. W. Jones
Jones — Jones
In re Herbert
Herbert — Herbert
In re Wyatt
James — Phear
In re Palmer
36 Tichhurst — County of Gloster Bank ld.

FURTHER CONSIDERATIONS.

In re Seddon
Bond — Seddon fur. con. (s. o. byurder)
Ogg — Masson, Scott & Co. ld. fur. con. & adjd. sumns. pt. hd.
In re B. P. Piercy, dec.
Whitwham — Piercy fur. con.
Haigh — Haigh fur. con.
5 In re Denton
Denton — Phillips fur. con. and adjd. sumns.

Before Mr. Justice STIRLING.

CAUSES FOR TRIAL.

(With Witnesses.)

Gillies — Brownhill action
Ley's Malleable Castings Co. ld. v. Bagshawe Bros. & Co. action
Clark — Stokes action
Brown — Sharman action
5 In re Green
Haddan — Wright action (no pleadings) set down by order
West — Alcock action (Deft. dead)
Hirschler — Hertz & Collingwood action (s.o. to come on with "Hertz v. Hirschler," by order)
In re Strelley
Harris — Bailey action (and 3rd party notices by Deft. M. A. Bailey)
Spruzen — Dossett action
10 Allcard — Walker action & petn. in "Re Lucas (Walker v. Lupton)"
Bradley — Byrne action
Davis — Smith action
Martin — The Tanning Syndicate ld. action
Pneumatic Tyre Co. ld. v. J. B. Parkes & Co. action
15 Mitton — Blyton action
Rawlins — Harris action
Gillespie — Ramsden action
Frederick Savage & Co. ld. v. Brindle action
Saunders — Seyd & Kelly's Credit Index Co. ld. action & counter-claim
20 Electric Construction Corpn. ld. v. South Staffordshire Tramways Co. action
Cooksey — Cooksey action
Poisson — Thomas action
Kavanagh — Walkden action
The Fibre Machinery Co. ld. v. Cross action
25 Stephens — Ford action
In re The Globe Blocks Gold Mining Co. ld. motn. (ordered to go into Witness List)
Giddie — Devenish action
Southern — Municipal Appliances Co. ld. action & motn. for judgt.

Digitized by Google

	In re English / English	English action
30	Griffiths	Griffiths action
	Graydon	Basset action
	Handford	East End Dwellings Co. ld. action
	Warren	Taylor action
	Bueche	National Insurance & Guarantee Corpn. ld. action
35	Warre	Croft action
	Longden	Longden action
37	Wacogne	Halse action

CAUSES FOR TRIAL

(Without Witnesses and Adjourned Summonses.)

	Dalton	Fitzgerald action (not before evidence complete)
	Colman	Belding motn. for judgt. (Deft., W. H. Tillett, dead)
	In re Berry / Duffield	Williams adjd. sumns. (dated April 11) — s.o. until judgt. in another sumns.
	In re Same / Same	Same adjd. sumns. (dated July 9) — s.o. until judgt. in another sumns.
5	Milnes, Same	Bradley adjd. sumns. (expte. Pltff.) Same adjd. sumns. (expte. Defts.)
	In re Cummings / Cummings	Cummings adjd. sumns.
	In re Trollope / Trollope	Trollope adjd. sumns.
	In re Robinson / Notley	Robinson (1891—K.—1014) adjd. sumns.
10	In re Same / Same	Same (1889—R.—1242) adjd. sumns.
	In re Marshall / Pearce	Marshall adjd. sumns.
	In re Macduff / Macduff	Macduff adjd. sumns.
	In re Dawson / Dawson	Dawson adjd. sumns.
	In re Stevens / Clark	Stevens adjd. sumns.
15	In re Frost / Hodson	Cookson adjd. sumns.
	In re Sampson / Sampson	Sampson adjd. sumns.
	In re E. Tucker / Plumridge	Tucker adjd. sumns.
	Temperance Permanent Building Soc. v. Brocklesby	adjd. sumns.
	In re Beresford / Holloway	Tully adjd. sumns.
20	Morewood	Wood adjd. sumns.
	Bull	Sidle, &c. two adjd. sumns. dated respectively Aug. 10, and Oct. 24, 1895.
	In re Lord Ongley / Ottley	Turner adjd. sumns.
	Dunham	Morris special case
	In re Hunter / Hunter	Strick adjd. sumns.
25	In re White & Smith's Contract & V. & P. Act, 1874	adjd. sumns.
	In re The Undertaking of the Worcester and Broom Ry., &c.	adjd. sumns.
	De Mora	Concha adjd. sumns.
	In re Findlater / Ewen	Walrond adjd. sumns.
	In re Swain / Coddington	Swain adjd. sumns.
30	In re Day / Day	Hulbert adjd. sumns.
	In re Lacy / Royal General	Theatrical Fund v. Kydd adjd. sumns.
	Cooper	Tyars further adjd. sumns.
	In re Wilson / Wilson	Wilson adjd. sumns.
	In re Brown / Farmer	Brown adjd. sumns.
35	Earp	Walsall Union adjd. sumns.
	In re The Snyder Dynamite Projectile Co. ld.	adjd. sumns.
	In re Harris / Walthew	Greenstreet adjd. sumns.
	In re Hill's Waterfall Estate & Gold Mining Co. ld.	adjd. sumns.
	In re De Hoghton / De Hoghton	De Hoghton adjd. sumns.
40	In re Crocker / Crocker	Green adjd. sumns.
	Walker	Addams motn. for judgt. (short)
	Blake	Scott motn. for judgt. (short)
	In re Morgan / Dunn	Morgan adjd. sumns.
	In re Turner / Turner	Turner adjd. sumns.
45	In re Wheeler / Wheeler	Grunsell adjd. sumns.
	Shaw's Linfit Lane Coal Co. ld. v. Green	motn. for judgt. (short.)
	In re Marriner / Hamlen	Money motn. for judgt.
	In re Langham / Otway	Langham adjd. sumns.
	Callender	Callender motn. for judgt.
50	Brougham	Brougham action

FURTHER CONSIDERATIONS.

	In re Bortnill / Leake	Kelsey fur. con.
	Thirtle	Harvey fur. con.
3	Hibbert	Thomasin fur. con.

Before Mr. Justice KEKEWICH.

CAUSES FOR TRIAL.

(With Witnesses.)

	Tufnell	Elliott action pt. hd. (Deft. dead)
	In re Doetsch / Matheson & Co. v. Ludwig	action & motn. for judgt. (s.o. until after return of Commission)
	Mackinlay	Metzler & Co. ld. action (not before April 30)
	Goodall	Goodall action
5	Pneumatic Tyre Co. ld. v. Caswell	action pt. hd. (Jan. 21)
	Rouse	Rouse action
	Peters	Taylor action
	Fawcett	Homan & Rogers action
	Vicar of St. Mary's, Spital Square v. Chillingworth	action
10	Prinsep	Belgravia Estate ld. action
	Brighton Marine Palace & Pier Co. v. Brighton Marine Palace and Pier ld.	action — adjd. sumns. (ordered to come on with actions)
	Wisden v. The Brighton Marine Palace and Pier ld.	action & motn. — adjd. sumns. (ordered to come on with actions)
	Wisden v. Brighton Marine Palace & Pier ld.	adjd. sumns. — adjd. sumns. (ordered to come on with actions)
	Same v. Same (to dismiss action)	adjd. sumns. — adjd. sumns. (ordered to come on with actions)
	Same v. Same (for time to deliver defence)	adjd. sumns. — adjd. sumns. (ordered to come on with actions)
	Brighton Marine Palace & Pier Co. v. Brighton Marine Palace & Pier ld.	adjd. sumns. — adjd. sumns. (ordered to come on with actions)
	Grosvenor	Harris action
	The Partington Advertising Co. v. Willing & Co.	action
15	Mayor, &c. of Darlington v. Guardians of Poor of Darlington Union	action
	Edwards	Walters action
	Macaire	Cottrell action
	Williams	Pimm action
	Rennison	Seller action
20	Alder	Lawrence action
	Hallett	Gatland action
	Gunn	Cave action
	Crawshay	Marshall action
	Watkins	Brady action
25	Sandon	Pursell action
	Bean	Flower action
	Hopkinson	Jones action
	Perry	Société des Lunetiers action
	Phillips	Phillips action
30	Barrett	Loftus action (set down by order) January 14.
	Bovill	Endell action
	Burroughs	Wellcome action & counter-claim
	Kent	Fortis Powder & Explosives Co. ld. action
34	How	Earl Winterton action

CAUSES FOR TRIAL.

(Without Witnesses.)

	Henley	Majendie action

ADJOURNED SUMMONSES.

	Polson	Polson (witnesses not before Feb. 2).
2	In re Tarrant / Tarrant	Tarrant (witnesses to be cross-examined on affidavits) Jan. 15.

FURTHER CONSIDERATIONS.

	In re Riggs / Fine	Badger fur. con. adjd. from Chambers
2	Waterlow	Hill fur. con.

Before Mr. Justice VAUGHAN WILLIAMS

(Sitting as an additional Judge of the Chancery Division.)

COMPANIES (*Winding-Up*).

MOTIONS.

1 W. Brock & Son ld. (transfer proceedings)
2 African Landed Estates Co. ld. (for discharge of order, dated June 21, 1894, as regards applicant)
3 London & General Bank ld. (to compel attendance of witness)
4 London & West of England Contract Co. ld. (leave to issue writ of attachment)
5 Colonial Debenture Corpn. ld. (vary order refusing public exmn.)
6 Granville Hotel Co. ld. (for appointment of Provisional Liquidator)
7 Victoria Steamboat Assoc. ld. (to carry scheme into effect)
8 Spitzkop ld. (as to appointment of Liquidator)
9 Southern Counties Deposit Bank ld. (for committal)
10 Land Securities Co. ld. (to rescind or vary order, dated December 11, 1895)

CHANCERY DIVISION.

11 Black — Williams & Victoria Steamboat Assoc. ld. (delivery up of possession)

COMPANIES (*Winding-Up*).

PETITIONS.

1 Joseph Bull, Sons, & Co. ld. (petn. of M. T. Shaw & Co.)
2 Glamorgan Central Permanent Benefit Building Soc. (petn. of the Co.)
3 Industrial Securities Investment Co. ld. (petn. of E. A. Hamblyn)
4 Bidasoa Ry. & Mines ld. (petn. of F. Thorn)
5 Woolley Coal Co. ld. (Yorkshire Banking Co. ld.)
6 Dawe & Co. ld. (petn. of A. Witchurch)
7 Baylis, Gilles & Co. ld. (Bischoff & Rodats)
8 Candelaria Waterworks & Milling Co. ld. (petn. of J. L. Whelen & anr.)
9 Eastern Counties Bacon Factory ld. (petn. of Lalor and Kindersley)
10 Otis Steel Co. ld. (petn. of Laura Relton)
11 International & Commercial Co. ld. (petn. of Joseph Brown)
12 Prudential Investment Co. ld. (petn. of Oscar Eichholz)
13 Variety Automatic Supply Stores ld. (petn. of Lancashire Automatic Supply Co. ld.)
14 Mersey Rubber Co. ld. (petn. of Norman Knowles)
15 G. & S. Bracknell ld. (petn. of the Continental Bottle Co.)
16 South Kent Water Co. (petn. of James Oakes & Co.)
17 David Martineau & Co. ld. & The Joint Stock Companies Arrangement Act (petn. of C. F. Kemp & ors.)
18 Mersey Rubber Co. ld. (petn. of R. J. Anderson, trading as W. Anderson & Co.)
19 West Australian Finance & Development Syndicate ld. (petn. of Black Swan Gold Mine ld.)
20 Queen's Hotel Co. ld. (petn. of P. W. Carey)

Digitized by Google

CHANCERY DIVISION.

21 & 22 Tipton Moat Colliery ld. & reduced (petn. of Co.)
Société Vinicole de Turquie ld. (petn. of Co. and Shareholders to rescind resolutions)

COURT SUMMONSES.

(COMPANIES (*Winding-Up*).

1 Lyric Club ld. (set aside proofs)
2 Alkaline Reduction Syndicate ld. (settle list of contributories)
3 Lands Allotment Co. ld. (taxation of bill)
4 A. Salomon & Co. ld. (remove name from list)
5 Amador Gold Mine ld. (dismiss sumns., dated May 21, 1894)
6 General Phosphate Corpn. ld. (for payment)
7 Yuruari Co. ld. (Liquidator's remuneration)
8 D. W. Forbes & Co. ld. (determine questions)
9 Tominil Mines ld. (for leave to make a call)
10 Hemp, Yarn, & Cordage Co. ld. (for payment of call)
Same (for discovery)
11 Gulcher New Electric Light & Power Co. ld. (for declaration as to charge on assets)
12 Mid-Kent Fruit Factory ld. (to determine question as to set-off)
13 Economic Fire Office ld. (on Game's claim)
Same (on Beddall's claim)
14 Joss Metallochrome Printing Co. ld. (for declaration as to misfeasance)
15 Scarborough Winter Gardens ld. (for directions)
16 London & General Bank ld. (for leave to make a set-off)
17 Bywater, Tanqueray & Phyre ld.
18 Graham v. Bywater, Tanqueray & Phyre ld.
19 South African Trust and Finance Co. ld. (for discovery)
20 Citizen Gold Mining (for directions as to transfer of shares)

CHANCERY DIVISION.

21	Stubber	T. Daniel & Co. ld. (for sale)
22	Same	Same (for leave to cross-examine)
23	Same	Same (declare dividend)
24	Same	Same (for discovery)
25	Wood	Woodhouse & Rawson United ld. (for leave to institute proceedings)
26	Bell	Middlewich Salt & Alkali Co. ld. (for directions)

Before Mr. Justice ROMER.

CAUSES FOR TRIAL.

(*With Witnesses.*)

	Kearton	The Swaledale & Wensleydale Banking Co. action (restored)
	Ainslie	Gill Bros. action (pleadings to be delivered)
	Davis	Jewell action (pleadings to be delivered)
	Ogilvie	Littleboy action (not before January 13)
5	Benshimol	Marcus action (security ordered)
	In re Davidson Forbes	Ingram action (restored for January 13)

Transferred by Order dated November 4th, 1895.

	Williams	Quebrada Ry. Land & Copper Co. ld. action & sumns. (not before Feb. 4)
	Oughton	Holland action (not until 14 days after interrogatories filed)
	Martin	Fox action
10	In re Parry Liversedge	Inchbold action pt. hd.
	Kitts	Moore & Co. action and counter-claim
	Handley	Mashaw Local Board action
	In re Dunbar Dunbar	Wentworth action
	Rhymney Iron	Co. ld. v. Dorman, Brown & Co. action
15	Baker	London General Omnibus Co. ld. action
	Laing	Thompson action
	Hand-in-Hand	Investment & Mortgage Co. ld. v. The Nat. Dwellings Soc. ld. action
	Law	Parminter action
	Johnson Johnson	Fletcher Firth actions (consolidated)
20	Hertslet	Bull action
	Vincent	Forward action
	Saunderson	Milestone action
	Shrewsbury &	Talbot S. T. Cab & Noiseless Tyre Co. ld. v. Morgan action
	Townsend	Pepper action (against Deft. Pepper)
25	Crawford	Watkins action & counter-claim
	Knight	Simmonds action
	Abraham	Beeston Pneumatic Tyre Co. ld. action
	Rymill	Braid & Co. action
	Pneumatic Tyre	Co. ld. v. Beeston Pneumatic Tyre Co. ld. action
30	Pepperell	Newburn action
	Donington	Skidmore action (Pltff. dead)
	Kellett	Anderson & Sons ld. action
	Houghton	Anderson & Sons ld. action
	Goddard	Lucy action
35	Sinclair	Sewell action
	Green	Keeble action (1895—G.—404)
	Same	Same action (1895—G.—903)
	Hanning	Klemantaski action
	Gower	St. John action & counter-claim
40	Wylie	Wylie action & motn. for judgt.
	Reveley	Simner action
	In re Farmer Farmer	Crawshaw action
	National Bank of Wales	ld. v. Morgan action
	Byrne	McCarthy action
45	Hawkins	Ward action
	Fielden	Brown action
	In re Madson's Patent, No. 1,772, A.D. 1894	petn. (ordered to go into Witness List)
	In re Penny Penny	Pardoe action for trial and 3rd party notices of Deft., E. M. Powell and Defts., W. H. Pardoe & anr.
	Doughty	Hardcastle action
50	The Edison & Swan United Electric Light Co. ld. v.	Williamson and Joseph action
	In re Wassell Wassell	Leggatt action
	Craven	Puncture Proof Pneumatic Tyre Co. ld. action
	Daniell	Whateley action
	Queensland Investment and Land Mortgage Co. ld. v.	O'Connell action & counter-claim.
55	In re Goerz and Von Hoegh's Patent, No. 21,458 A.D. 1894, and Patents, Designs, &c. Act	petn. (ordered to go into Witness List)
	In re Trent Trent	Brooke adjd. sumns.
	Taylor	Pease action
	Cleaver	Wallwork action (set down by order July 7, 1895)
	In re Goff Hill	Gardiner action
60	Eady	Norris action
	Moon	Savin & Co. ld. action
	In re Reed Reed	Thompson action (Deft. Thompson bankrupt)
	Graham	Drummond action and counter-claim
	Rees	De Bernardy action
65	Iliffe & Son	Modern Art Publishing Co. ld. action and counter-claim
	Alston	Alston action
	Walker	Bateman action
	Salvage	Bull action
	Bischofswerder	Poppleton counter-claim for trial (set down by Deft. in action)
70	Rugby & Newbold Cement Co. ld. v.	Horton action and counter-claim
	Cox	Cox action
	Sex	Bird action
	Whittingham	Whittingham action
	In re Williams Williams	Williams adjd. sumns. (ordered to go into Witness List)
75	Baldwin	Sadler action
	Foley	Dodney action
	Bischofswerder v.	Poppleton action for trial (set down by Pltff. in action)
	Johnson, Clarke & Parker ld. v.	Collier action (stayed until return of Commissions)
	Parsons	Whettam action
80	Griffiths	Lewis action
	Gwilt	Clarke action
	Smith	Smith action
	International Financial Soc. ld. & reduced v.	Baring Bros & Co. action
	Jamblin	Heginbotham action
85	Coigrove	Chester action
	Simpson	Beckett action
	Shoe Machinery Co. ld. v.	Cutlan action (set down by order)
	Clayton	Smith action
	Seward	Ewens action
90	Grant	Bolton action
	Ricketts	Beaumont action
	In re Palmer Palmer	Palmer action
	Walker	Willey action
	Gleadowe	Burton action (Deft. dead)
95	Frame	Pridmore action
	The Pneumatic Tyre Co. ld. v.	Edlin action
	Haskins	Williams action
	McKeowen	Boudard Peveril Gear Co. ld. action
	Warton	Midland Ry. Co. action
100	Creyke	Corpn. of Level of Hatfield Chase action
	McCamphill	Davis action
	In re Andrews Andrews	Green action
103	Hunt	Gingel, Son & Cruickshank action (transferred by order dated Dec. 2, 1895)

SUMMARY OF CHANCERY CAUSE LIST.

1.—Mr. Justice CHITTY—*Witness Actions*	55	
Non-Witness Actions, including Summonses	61	
Further Considerations	2	
		— 118
2.—Mr. Justice NORTH—*Witness Actions*	50	
Non-Witness Actions	5	
Adjourned Summonses	33	
Further Considerations	5	
		— 96
3.—Mr. Justice STIRLING—*Witness Actions*	37	
Non-witness Actions, including Summonses	50	
Further Considerations	3	
		— 90

Digitized by Google

Brought forward		304
4.—Mr. Justice KEKEWICH—*Witness Actions*	34	
Non-Witness Actions	1	
Adjourned Summonses	2	
Further Considerations	2	
	—	39
5.—Mr. Justice ROMER—*Witness Actions:*		
Old Transfers	6	
Actions transferred by Order, dated November 4th, 1895	97	
	—	103
Total Causes and Matters for Hearing in the Chancery Division		446

N.B.—In addition to the above Actions and matters for trial or hearing, the following Companies' (Winding up) matters stand for hearing before Mr. Justice VAUGHAN WILLIAMS, *sitting as an additional Judge of the Chancery Division:—*

Petitions, Companies (Winding up)	20
Petitions, Chancery Division	2
Court Summonses, Companies (Winding up)	20
Court Summonses, Chancery Division	6
Motions, Companies (Winding up)	10
Causes for Trial	1
	59

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

SPECIAL PAPER.

FOR ARGUMENT.

1 In re an Arbtn. between Bliant & The Ecclesiastical Commrs. for England — Special case
2 In re an Arbtn. between Barker & The Pearson & Knowles Coal & Iron Co. ld. (to be argued with Opposed Motion No. 7) — Special case
3 County Council of Middlesex v. Willesden Urban District Council and anr. — Special case
4 In re The Housing of the Working Classes Act, 1890, &c. Borough of Brighton (claim of Marcellus Purnell Castle) — Special case
5 In re an Arbtn. between The Trustees of The Ipswich & Stowmarket Navigation and The East Suffolk County Council — Special case
6 Mayor, &c., of Ashton-under-Lyne v. Pugh — Special case
7 District Council of Barton Keyes Union v. Stevens & anr. — Special case
8 In re an Arbtn. between R. P. Houston & Co. and ors. and The Standard Steamship Owner's Protection, &c. Assoc. ld. — Special case
9 In re an Arbtn. between Kempf and The National Insce., &c. Corpn. — Special case
10 C. De Murrieta & Co. ld. v. Carlshann Spirit Co. — Special case

OPPOSED MOTIONS.

FOR ARGUMENT.

1 In re a Solicitor. Expte. Incorporated Law Soc. (a.o. for further report).
2 In re a Solicitor. Expte. Incorporated Law Soc. (a.o. for further report).
3 Eley v. Read.
4 Same v. Same.
5 In re a Solicitor. Expte. Incorporated Law Soc.
6 Deakin v. The Salt Union ld.
7 In re an Arbtn. between Barker and The Pearson & Knowles Coal & Iron Co. (to be argued with Special Case No. 2)
8 Meyer v. Golding & anr.
9 In re a Solicitor. Expte. Incorporated Law Soc.
10 Electrical Installation Co. ld. v. Lord Stratheden & Campbell.
11 Chapman v. Thompson.
12 Attorney-Gen. (at relation of Moore & ors.) v. Wright.
13 Lister & Co. ld. & ors. v. Stanway.
14 Boccacci v. Gardner.
15 Foden v. Ellis.
16 Rhodes v. Kenyon.
17 Bevan v. Chambers.
18 In re an Arbtn. between the Great Western Ry. Co. and The Vale of Llangollen Ry. Co. & ors. (a.o. generally).
19 In re an Arbtn. between William Morgan & anr. and Jacques Morris.
20 In re J. J. Berriman (an unqualified person). Expte. Incorporated Law Soc.
21 Morgan v. Heinke.
22 In re The Local Government Act, 1888, and In re an Arbtn. between The Sowerby Urban District Council and The Mytholmroyd Urban District Council.
23 Robins & Hine v. Bunnett & anr.
24 In re a Solicitor. Expte. Incorporated Law Soc.
25 In re an Arbtn. between Schwann & Co. and Bath & Son.
26 In re a Petition of Right of Edward Mitchell.
27 In re A. E. Fenton.

CROWN PAPER.

FOR ARGUMENT.

1 Middlesex, Clerkenwell. Crichton v. West & ors. County Court. Defendants' appeal.
2 Middlesex, Clerkenwell. Crichton v. West & ors. County Court. Waterman's appeal.
3 Anglesey. The Queen v. Evans, Esq. & ors., Jj. & Parry (expte. Hughes) Nisi to hear bastardy summons.
4 Middlesex, Bloomsbury. Ashby v. British Pianoforte Manufacturing Co. County Court. Defendants' appeal.
5 Surrey, Southwark. Gray & Sons v. Bowell & anr. County Court. Defendants' appeal.
6 Middlesex, Bloomsbury. Hovenden & Sons v. Fresson County Court. Defendant's appeal.
7 Middlesex, Shoreditch. Hilkin v. Richardson County Court. Defendant's appeal.
8 London. Drake, Driver & Leaver v. Walton's Mosaic Linoleum Co. County Court. Defendants' appeal.
9 Same. Baker v. London India Docks Joint Committee (Serena & Co., 3rd parties) Mayor's Court. Plaintiff's appeal.
10 a Met. Pol. Dist. White v. Fulham Vestry. Magistrate's case.
11 London. White v. Fobbe (Capital & Counties Bkg. Co., garnishees) County Court. Defendant's appeal.
12 Staffordshire, Wolverhampton. Brotherton v. Tittensor County Court. Defendant's appeal.
13 Devonshire The Queen v. Mayor, &c. of Plymouth (expte. Windeatt) Nisi for mandamus to pay money to the Devon Sea Fisheries Committee.
14 Surrey, Wandsworth. West v. Herbert County Court. Defendant's appeal.
15 Same. Skepelhorn v. Newman County Court. Plaintiff's appeal.
16 Same. Denning v. Valles (Bianchi, clmt.) County Court. Claimant's appeal.
17 Cheshire, Macclesfield. Simpson (trading, &c.) v. Earlam County Court. Defendant's appeal.
18 Met. Pol. Dist. Fulham Vestry v. Solomon Magistrate's case.
19 Middlesex, Brompton. Caulfield v. Trollope & Sons County Court. Defendants' appeal.
20 Hampshire, Portsmouth. Warren v. Clark County Court. Plaintiff's appeal.
21 Met. Pol. Dist. The Queen v. Horace Smith, Esq., Met. Pol. Mag. & Kerr (expte. Mernagh) Nisi to hear, &c. information.
22 Wiltshire, Malmesbury. Tombs v. Hugginson County Court. Plaintiff's appeal.
23 London. Middlemiss v. Perryman County Court. Defendant's appeal.
24 Middlesex, Brompton. Weldon v. Faithfull County Court. Plaintiff's appeal.
25 Middlesex, Whitechapel. Dubowski & Sons v. Goldstein County Court. Plaintiffs' appeal.
26 Middlesex, Marylebone. Gaffin & Co. v. Lazarus County Court. Defendant's appeal.
27 Derbyshire. Yates v. Higgins & ors. Magistrate's case.

Digitized by Google

28 Met. Pol. Dist. London County Council v. Pryor Magistrate's case.
29 Same. Fortune v. Hanson Magistrate's case.
30 Sheffield. Hides v. Littlejohn Magistrate's case.
31 Middlesex, Bloomsbury. Cocker v. Cooper County Court. Defendant's appeal.
32 London. Stannard v. Read & Co. County Court. Plaintiff's appeal.
33 Middlesex, Westminster. White & Co. v. The London & South Western Ry. Co. County Court. Plaintiffs' appeal.
34 Lancashire, Bolton. Birchall & ors. v. Bullough County Court Defendant's appeal.
35 Cumberland, Carlisle. Atkinson v. The Mayor, &c, of Carlisle County Court. Plaintiff's appeal.
36 Gloucestershire, Bristol. Haynes v. Baker County Court. Plaintiff's cross-appeal.
37 Yorkshire, Leeds. Dodd (suing, &c.) v. Taylor Bros. & Co. County Court. Defendant's appeal.
38 Liverpool. The Queen v Stewart, Esq., Stipd. Mag. & Paterson (expte. Burnham) Nisi to hear, &c. information.
39 Met. Pol. Dist. Cook v. White Magistrate's case.
40 Same. Heath & anr. v. Hutt. Magistrate's case.
41 Lancashire. The Queen v. Rothwell & anr. Nisi for new trial and to admit to bail at instance of Defendants.
42 Met. Pol. Dist. The Queen v. J. Vaughan, Esq., Met. Pol. Mag. & Savoy Hotel (expte. London County Council) Nisi to state case.
43 Same. The Queen v. J. Shiel, Esq., Met. Pol. Mag. & Brotchie (expte. Brotchie) Nisi to hear summons.
44 Lancashire. The Queen v. Court of Record for the Hundred of Salford and Bellamy (expte. Jones & Co.) Nisi for prohibition.
45 Middlesex Brentford. Wauthier v. Sheridan County Court. Defendant's appeal.
46 London. Donne (trading, &c.) v. Donaldson Mayor's Court. Plaintiff's appeal.
47 Gloucestershire, Bristol. In re Companies Acts, 1862 to 1893, and In re Bristol & Ilfracombe Pleasure Steamers County Court. Liquidator's appeal.
48 Lancashire, Lancaster. Denny v. Crook & anr. County Court. Defendant Bennett's appeal.
49 Moseley. Hewitt v. Taylor Magistrate's case.
50 Middlesex, Westminster Monkittrick v. Perryman & anr. County Court. Defendant's appeal.
51 Yorkshire, Todmorden. Escritt & ors. v. Todmorden Industrial & Co-operative Soc. County Court Defendants' appeal.
52 Lancashire. Salford. Harrison v. The Mayor &c. of Salford County Court. Defendants' appeal.
53 Suffolk, Lowestoft. Girling v. Ewles County Court. Defendant's appeal.
54 Met. Pol. Dist. Hanks v. Bridgman Magistrate's Case.
55 Saffron Waldon. Woodley v. Simmonds Magistrate's case.
56 Merionethshire, Dolgelly. Jones v. Barmouth Local Board. County Court. Defendants' appeal.
57 Westmoreland, Kirby Lonsdale. Richardson v. The London & North Western Ry. Co. County Court. Defendants' appeal.
58 Cornwall. Craig v. Collins Magistrate's case.
59 Yorkshire, Huddersfield. Wood v. Haigh County Court. Plaintiff's appeal.
60 Lancashire. Pearson v. The Belgian Mills Co. Magistrate's case.
61 Carnarvonshire, Pwllheli. Jones v. Evans (Davies, clmt.) County Court. Claimant's appeal.
62 Yorkshire, Skipton. Clegg, Parkinson & Co. v. The Earby & Thornton Gas & Lightning Co. County Court. Plaintiff's appeal.
63 Carmarthenshire, Llandovery. Williams v. Williams County Court. Defendant's appeal.
64 Cornwall, Redruth. Noel v. Redruth Foundry Co. County Court. Defendants' appeal.
65 Norfolk, King's Lynn. Rose v. Girling County Court. Defendant's appeal.
66 Met Pol. Dist. St. Leonard, Shoreditch, Vestry v. Phelan Magistrate's case.
67 Middlesex, Shoreditch. Diamond v. Eickoff Bros. (Eickoff, clmt.) County Court. Plaintiff's appeal.
68 Met. Pol. Dist. Gurnett v. Plumstead Overseers Magistrate's case.
69 Staffordshire. Colclough v. Knight Magistrate's case.
70 Worcester. Strictland v. Hayes Magistrate's case.
71 Middlesex, Marylebone. Syratt v. Cumplen County Court. Plaintiff's appeal.
72 London. The Queen v. Justices of County of London, Slade Esq., Met. Pol. Mag., & St. Saviour's Board of Works (expte. F. Saunders) Nisi for prohibition.
73 Middlesex, Marylebone. Chaffers v. Laylor County Court. Defendant's appeal
74 Staffordshire. The Queen v. W. G. Webb, Esq. & ors., JJ and Grove (expte. Hotchkis) Nisi for certiorari and order in bastardy.
75 Leeds. The Queen v. T. S. Soden Esq., Revising Barrister for City of Leeds (expte. Kelly & anr) Application (from Chambers) for order to state case or mandamus to hear claims.
76 Monmouthshire. The Queen v. Partridge & Provincial Union Bank (expte. Prickett) Nisi to issue interpleader summons.
77 Met. Pol. Dist. Silver v. Benn Magistrate's case.
78 Bedford. Cooper v. Pearse Magistrate's case.
79 Middlesex, Westminster. Eves & anr. v. British Workmen's General Assce. Co. County Court. Defendants' appeal.
80 Stockton-on-Tees. Liddell v. Lofthouse Magistrate's case
81 Middlesex, Whitechapel. Debout v. General Steam Navigation Co. County Court. Plaintiff's appeal.
82 Met. Pol. Dist. Kyffin v. East London Waterworks Co. Magistrate's case.
83 London. Proctor v. Spooner & Co. County Court. Plaintiff's appeal.
84 West Ham. Brickell v. Angell Magistrate's case.
85 London. Ellis v. Peek & ors. County Court. Defendants' appeal.
86 Met. Pol. Dist. Collman v. Roberts Magistrate's case.
87 Middlesex, Whitechapel. Tholander v. Langford County Court. Plaintiff's appeal.
88 Cheshire, Lancashire. The Queen v. JJ.'s of Stockport (expte. Fletcher) Nisi for mandamus to confirm license.
89 Yorkshire, W. R. The Queen v. Bradford Licensing JJ. (expte. Hardcastle) Summons for mandamus to confirm license.
90 Yorkshire, Leeds. Grayshun v. Richardson County Court. Defendant's appeal.
91 Middlesex, Bow. Webber v. Wildy & ors. County Court. Plaintiff's appeal.
92 Met. Pol. Dist. Madge v. Debenture Corpn. Magistrate's case.
93 Staffordshire, Burslem. Cooke v. Smith (T. & J. Smith, clmts.) County Court. Claimants' appeal.
94 Kent. Kent County Council v. Colthup Magistrate's case.
95 Hampshire, Southampton. Kirkwood (trading, &c.) v. Smith & anr. County Court. Plaintiff's appeal.
96 Bedfordshire. The Queen v. Bedford Rural District Council Nisi to order indictment to be tried at C. C. C.
97 Gloucestershire, Gloucester. James Reynolds & Co. v. Tomlinson, Hodgetts & Co. County Court. Defendants' appeal.
98 London. Ellis v. Peek & ors. County Court. Plaintiff's appeal.
99 Surrey. Vincent v. Wilks Magistrate's case.
100 Warwickshire, Tamworth. Midland Ry. Co. v. Gibbs & anr. County Court. Plaintiffs' appeal.
101 Cardiganshire. Phillips v. Evans Magistrate's case.
102 London. Wood's Patent Brick Co. v. Cloke County Court. Defendant's appeal.
103 Glamorganshire. The Queen v. JJ. of Glamorgan (expte. Williams) Nisi for mandamus to enter continuances, &c.
104 Kent. The Queen v. Bexley Heath Ry. Co. (expte. Dartford Rural District Council) Nisi for mandamus to make bridge, &c.
105 Met. Pol. Dist. Lowe v. Volp Magistrate's case.
106 Essex. The Queen v. Rochford District Council & ors. (expte. Clarke) Nisi for certiorari for precept. Referred from Chambers.
107 Poole. Hains v. Ridett & ors. Magistrate's case.
108 Northumberland, North Shields. Johnson v. Coulson & anr. County Court. Plaintiff's appeal.
109 Middlesex, Shoreditch. Jones v. Hand County Court. Plaintiff's appeal.
110 Radnorshire, Presteign. Reynolds v. Urban District Council of Presteign County Court. Defendants' appeal.
111 Kent. The Queen v. Budden Esq., & anr., JJ. and The Gillingham Urban District Council Nisi for certiorari for conviction at instance of C. J. Goodwin.
112 London. Palmer v. Shelburne & anr. County Court. Defendant's appeal.
113 St. Ives. The Queen v. Hain, jun., Esq., & ors. Licensing JJ. & Beyzard (expte. Lees) Nisi for certiorari for license.
114 Salop. The Queen v. Bowen, Esq., & anr., JJ. (expte. Bowdler) Nisi for mandamus to hear application.
115 Lancashire, St. Helens & Widnes. Woodward & ors. v. Dingsdale & ors. County Court. Defendants' appeal.
116 Salop. The Queen v. Bishop of Hereford (expte. Heaton) Nisi for mandamus to consider objections, &c. (Dilapidations Act).
117 Devonshire, Barnstaple. Parsons v. Hancock County Court. Defendant's appeal.
118 Northumberland. The Queen v. Armstrong, Esq., & ors., Licensing JJ. (expte. Duffy) Nisi for mandamus to hear application.
119 Sheffield. The Queen v. Skelton, Esq., & ors., Licensing JJ. (expte Bird) Nisi for certiorari for refusal of license.
120 Yorkshire, W. R. The Queen v. Same Nisi for mandamus to hear application for license.
121 Carnarvonshire, Carnarvon. The Cwmygio Cambrian Benefit Building Soc. v. Jones County Court. Defendant's appeal.
122 Middlesex, Shoreditch. Hooper v. Woolf County Court. Plaintiff's appeal.
123 Dorsetshire. Pethwick & ors. v. Dorset County Council Magistrate's case.
124 Lancashire, Liverpool. Tonte v Briscoe (Bold, clmt.) County Court. Claimant's appeal.
125 London. Baker & anr. v. Ambrose County Court. Defendant's appeal.
126 Middlesex, Brompton. Richardson v. Bassett County Court. Defendant's appeal
127 Hants, Bournemouth. Barger v. Tovey County Court. Defendant's appeal.
128 Lincoln. White v. Mansell Magistrate's case.
129 Warwickshire, Birmingham. Holloway v. Harper & ors. County Court. Plaintiff's appeal.
130 Kent. The Queen v. JJ. of Kent & ors. (expte. Boulter) Nisi for certiorari for Order of Sessions.
131 Same. The Queen v. Lovibond Nisi to quash conviction
132 Cardiganshire, Aberystwith. James & anr. v. Jenkins & ors. County Court. Defendants Jenkins and Morgan's appeal.
133 Hampshire, Bournemouth. Cochrane (trading, &c.) v. Trantrum County Court. Plaintiff's appeal.
134 Gloucestershire, Gloucester. Meadows v. Lest County Court. Defendant's appeal.
135 Warwickshire. Walker v. Stretton Magistrate's case.
136 Same. Godwin v. Walker Magistrate's case.
137 Middlesex, Shoreditch. Knibb v. Wright County Court. Plaintiff's appeal.
138 Essex, Colchester. Mason v. Lloyd County Court. Plaintiff's appeal.
139 Met. Pol. Dist. Commissioner of Police v. Cartman Magistrate's case.
140 Durham. The Queen v. JJ. of Durham (expte. Banks) Nisi for mandamus to hear application for license.
141 Middlesex, Whitechapel. Phillips v. Israel County Court. Defendant's appeal.
142 Lancashire, Bury. Deane, sen. v. Smith & anr. County Court. Plaintiff's appeal.
143 Gloucestershire. Stangoe v. Slatter Magistrate's case.
144 Warwickshire, Birmingham. O'Connell Bros. v. Feely County Court. Defendant's appeal.
145 Carlisle. Hill v. Wright & anr. Magistrate's case.
146 Middlesex, Westminster. Cohen v. Hardley County Court Defendant's appeal.
147 Middlesex, Marylebone. Stanbridge v. Firbank County Court. Defendant's appeal.
148 Carmarthenshire, Llandilofawr. Powell & ors. Jones & anr. County Court. Defendant's appeal.
149 Met. Pol. Dist. The Queen v. H. Smith Esq., Met. Pol. Mag., & Hillyard (expte. Noakes & anr.) Nisi to state case.
150 Surrey. Southwark. Loomes v. West County Court. Plaintiff's appeal.
151 Yorkshire, Bradford. Worrall (trading &c.) v. Dyson County Court. Defendant's appeal.
152 Cheshire, Stockport. Griffiths v. Heath County Court. Plaintiff's appeal.
153 Yorkshire, Keighley. Butterfield v. Berry County Court. Plaintiff's appeal.
154 Lancashire, Bury. Nuttall & Co. v. The Continental Bottle Co. County Court. Plaintiff's appeal.
155 Lancashire. The Queen v. North Blackpool Popular Building Society (expte. Kay) Nisi for mandamus for election of five Arbitrators.
156 Norfolk, Harleston. Rising v. Durrant & Sons County Court. Plaintiff's appeal.
157 Middlesex, Shoreditch. Upton & anr. (trading, &c.) v. Pearce County Court. Plaintiffs' appeal.
158 London. Ruff v. Home Secretary Quarter Sessions. Order & case.
159 Same. Young v. Barter & Co. Mayor's Court. Defendants' appeal.
160 Blackburn. Atley v. Farrell Magistrate's case.

Digitized by Google

161 Accrington. Pletts v. Beattie Magistrate's case.
162 London. Kirby v. North British Mercantile Insce. Co. Mayor's Court. Plaintiff's appeal.
163 Same. The Queen v. W. Bird, Esq. & ors., Jj. & Hammersmith Vestry (expte Arter) Nisi for mandamus to state case.
164 Cent. Crim. Court. The Queen v. Balfour Nisi for new trial.
165 England, France. In the Matter of Emile Arton Nisi for habeas Corpus.
166 Lancashire. The Queen v. Jj. of County of Lancaster & The Mayor, &c. of Middleton (expte. Mills & ors.) Nisi for certiorari for Order of Sessions.
167 Middlesex, Clerkenwell. Davies v. Crown Bottling Co. & Thomas County Court. Plaintiff's appeal.
168 London The Queen v. The Vestry of the Parish of St. Matthew, Bethnal Green Nisi for mandamus to repair sewer.
169 Derbyshire, Bakewell Critchlow v. London & North Western Ry. Co. County Court. Defendants' appeal.
170 Leicestershire, Leicester. Gardner v. Hart County Court. Defendant's appeal.
171 Herefordshire, Hereford. Dobbins v. Garrold County Court. Defendant's appeal.

REVENUE PAPER.

FOR HEARING.

CAUSES BY ENGLISH INFORMATION.

1 Attorney-Gen. v. The Verderers of the New Forest & ors. part heard.
2 Attorney-Gen. v. Newcomen (since dec.) and ors. part heard.
3 Attorney-General v. Mander.

PETITIONS.

4 In re Duty on the Estate of the late Sir Thomas Gresham part heard.
5 In re a Settlement, &c. and the Reversionary Interest Society ld. (under Sec. 10 of Finance Act, 1894)

CASES STATED AS TO INCOME TAX AND STAMP DUTY.

6 Smith (Surveyor of Taxes), Applt., and The Tonic Sol-fa College (Respts.).
7 The Committee of the London Clearing Bankers (Applts.), and Commissioners of Inland Revenue (Respts.).
8 The Norwich Union Fire Insce Co., Applts., and Magee (Surveyor of Taxes), Respt
9 The Clifton College, Applts., and Tompson (Surveyor of Taxes), Respt.
10 Huntington, Applt., and Commissioners of Inland Revenue, Respts.

Motions for Attachment. . . . 19

DIVISIONAL LIST.—SUMMARY.

Special Paper	10
Opposed Motions	27
Crown Paper	171
Revenue	29
Total	237

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

MONDAY, JANUARY 13TH.

The following Courts will sit until Saturday, 18th January, for the Trial of the following classes of Actions:—

TWO COURTS for MIDDLESEX Special Juries.
ONE COURT for MIDDLESEX Common Juries.
ONE COURT for COMMERCIAL Actions and Non-Juries.
ONE OR TWO COURTS for Non-Jury Actions.

Actions set down under Order XIV. will be taken on Saturday, 11th January.

MIDDLESEX Special Jury Actions.

Actions beyond No. 63 in this List will not be taken before Monday, 20th January.

The following Numbers will be in the List for Trial on Monday, 13th January—Nos. 29, 12, 13, 20.

29 Burton v. Pattison & Co. distress
12 The Queen v. Hawkins indictment
13 Same v. Same same
20 May v. N. E. Lancashire Publishing Co. and anr. libel

31 Fuller v. Davis contract
4 Malcolm, Brunker & Co. v. Worcestershire Preserving Co. money paid
33 Mopsey & anr. v. Barker & Co contract
41 Dods v. Salvin cheque
44 Muirhead v. Day pers. inj.
10 Liquidation Estates Purchase Co. ld. v. Haldon & ors. possession
11 Macadam v. Leconte money paid
18 Baker v. Turnbull & ors. work
19 Warner v. Vane contract
22 Blenkiron v. Milward guarantee
26 Stewart v. Tracey assault
27 London Sanitary Laundry Union v. Webrspon & anr. fraud reps.
36 Christie v. Fox & ors. fraud reps.
46 Ward v. Plymouth, &c. Gas, &c. Co. trespass
49 Beales v. Burgess possession
55 Russell v. Notcutt & ors. libel
56 Hall v. Alabaster & Co. libel
57 Yates v. London & North Western Ry. Co. pers. inj.
59 Smith & Wife v. Huth distress
63 Donovan v. Powell & Co. pers. inj.

64 Lewis v. Knight's SS. Co. & anr. pers inj.
66 Price v. Fearncombe & Co. ld. wrong. dis.
71 Hiller v. L. G. O. Co. ld. pers. inj.
74 Martin v. London & North Western Ry. Co. pers. inj.
80 Christel v. Bywater & anr. trespass
81 Moore v. London Road Car Co. ld. pers. inj.
83 Hogen v. Read goods sold
85 Touzeau v. Slough Urban District Council nuisance
87 Ives v. Met. Ry. Co. pers. inj.
88 United Kingdom Tea Co. v. Cave covenant
90 Jowett v. Hore bill
96 Nicholson v. Walton & Wife slander
98 Pauk v. White & ors. slander of title
99 Blacker v. Duke of Newcastle slander
101 Harris v. Embankment Publishing Co. & anr. libel
103 Richardson v. Wreford work
104 North v. Harris libel
109 Macaire v. East London Water Works Co. trespass
110 Slater & Co. v. Sparks work
118 Lucas v. De Reuter & ors. fraud. reps.
123 Watkins v. Marjoribanks breach of promise
127 Ford v. McMillan false impt.
130 Healey v. Davies contract
135 Pilling v. Hillen libel
137 Browne v. White & De Buriatte negligence
138 Carter v. Hudson & Co. libel
147 Temple v. London & North Western Ry. Co. pers inj.
148 Mavor v Edward Lloyd & Co. libel
152 Stephens v. Dyke contract
153 Frooker v. Reid's Brewery Co ld. pers. inj.
154 Knifton & Smith v. Moore issue
156 Barnard v. Garrard breach of promise
160 Draper v. Stone Court Chalk Land & Pier Co. ld. possession
161 Barnes v. Dawson maintenance
165 Mason v. Adams & anr. injunction
168 Lea v. Watt pers. inj.
170 The Banco Portugueze Brazileiro v. Hutchinson & Co. bills

Digitized by Google

171 Budd v. Dashwood libel
174 Cotton & anr. v Watson Bros. contract
191 Brigus v. The Emir Hafiz money lent
192 Hoyle v. Goulden & anr. commission
194 Swift & Co. v. Venables & Sons declaration
195 Tasmanian Co-operative Timber Co. ld. & anr. v. King & Co. contract
197 Wright v Mechester, Sheffield, &c. Ry. Co. issue
198 Snowdon v. Same issue
199 Martin v. Entwistle & anr. pers. inj.
202 Longsdon v. Covell pers. inj.
204 Currie v. Leube & anr. libel
205 Massey v. Durrant contract
211 Walter v. Central News ld. contract
213 Jackson v. Lyne negligence
215 Hall v. Price & anr. fraud. reps.
216 Harris v. Goring fraud. reps.
217 Forward v. Odhams & ors. libel
218 Lomer v. Harrison money paid

MIDDLESEX Common Jury Actions.

Actions beyond No. 92 in this List will not be taken before Monday, 20th January.

The following Numbers will be in the List for Trial on Monday, 13th January—Nos. 32 to 39, both inclusive.

347 Letcher & anr. (trading, &c.) v. Nash contract (urgent—day to be named)
32 Taylor v. Foster detinue
37 Brown v. Barrett commission
21 Cox v. Born work
34 Hipkins v. Morrell contract
38 Bowstead v Gregory & Co. money paid
39 Vernon & Sons v. Lake contract
40 Holyoms v. Batey & Co. ld. pers. inj.
42 Flemming v Roebuck trespass
43 Turner v. Bell bill
45 Clarke v. Marshall pers. inj.
47 Jasper v. G ing & ors. salary
48 Turner v R per breach of promise
50 Hornibiew v. Fitzgerald breach of promise
51 James v. Robinson money received
52 Mardon v. Rowe rent
60 Scoots v. Vokins & Co. ld. mal. pros.
62 Walliker v. Turnor mal. pros.
65 Thornton v. Jiffkins breach of promise
67 Graves v. Cutforth breach of promise
68 Reynolds-Stephen v Black & White ld. injunction
69 Godfrey, Phillips & Sons v. Turley injunction
70 Negley v. Shepherd contract
72 Westaway v Doolette contract
73 Smith v. Same contract
76 Boddington's Breweries ld. v. Cooper possession
78 Brown v. James work
79 Woods v. Hosegood contract
86 Lutina v. Master breach of promise
91 Digb v. Wyatt detinue
92 Connor v. Lee pers. inj.

94 Harvey v. Day money lent
95 Rosenberg v Schiskka work
97 Coltman v. Broad & anr. work
100 Radcliff v. Small money lent
102 Hankins & Wife v. Pipe distress
105 Morris v. Hunt & Co. work
106 Hertz & anr v. Baber & Co. contract
108 Langford v. Hayward slander
111 Scanlan & anr. v. Pinchbeck contract
112 Abbott & Co. v. Chatteris Engineering & Works Co. goods sold
114 Price v. Smith & anr. distress
115 Hill v. St. Stephens slander
116 Hopkins v. Hollingsworth & anr. money paid
117 Gallaher v Eastwood & Co. & ors. contract
119 Master v. Robinson bill
121 Strewick v. Howard breach of promise
122 Tarling v Harris & Co. detinue
126 Flower v. Roberts & anr. assault
128 Pike v Cave covenant
129 Fementa v. Thompson & anr. libel
131 Cranston v. Wright note
132 Gilmore v. Moore contract
136 Neil v Davies libel
139 Solomon v Badcock & Son negligence
140 Ramsay v. Heckels money lent
141 Richards v Watson pers. inj.
142 Morrison v. Machan false impt.
143 O'Farrell v. Jackson slander
144 Bagell v. Daw warranty
145 Browne & ors. v. Berliner rent.
149 Stoneham v. Stoneham slander
150 Harden v. Williams & anr. trespass
151 Warwick v. Temple Press ld. & ors. libel
157 Townsend v. Balstone, Cooke & Co. libel
162 Grove v. Sailing seduction
163 Banks v. Heather rent
167 Norman v. Mannoury & Co. wrong. dis.
169 Willis v. Collins fraud. reps.
172 De Chastelain v. Copping & anr. negligence
173 Drake v. Catling goods sold
176 Sidley v. Jakins & Co. ld pers inj.
179 Jacobs v. Pankhurst wrong. dis.
180 Bidwell v. Fuller breach of promise
181 Watson v. L G. O Co. ld. pers inj.
182 Williams v. Tomkins & anr. libel
183 Gould v. Rhodes pers. inj.
185 Dickey v. Saxelby & anr. fraud. reps.
186 Harris v. The "Woman" Publishing Co. ld. & ors. libel.
189 Wardle v. Henry & anr. pers. inj.
193 Esson v. Glass breach of promise
200 Rayne v. Braod pers. inj.
203 Harvey v. Hart contract
206 Richardson v. Macklin issue
207 Bell v. Fortescue work
208 Bell v. Calcutt contract
209 Hazeldine v. Widmar & anr. wrong. dis.
210 Solomon v. Bryant & anr. bills
212 Hay v. Roxburgh slander
219 Roy v. Wale & anr. mal. pros.

NON-JURY ACTIONS.

Actions beyond No. 320 in this List will not be taken before Monday, 20th January.

The following Numbers will be in the List for Trial on Monday, 13th January—Nos. 230 to 269, both inclusive.

230 Litchfield & anr. v. Wagstaff & anr. possession
271 Eliot v. Kerby Bowen ld. issue
252 Cook v. Court & ors (pt. hd.) goods sold
190 Cook v. Smith issue
220 Gigney v. Herlitz bond
8 Hogan v. Cochrane & Sons work
58 Parker & anr. v. Clarke & anr. issue
247 Simpson v. Weyman & Hitchcock ld. contract
255 Thomson v. Simmons & Botten ld. contract
256 Radford v. The Working Urban District Council contract
257 Jones v. Lambeth horse sold
260 Barnikel v. Black injunction
263 Cooper Bros. v. Wheeler goods sold
264 Coates v. Hearn & anr. possession
265 Carr v. Edwards royalties
269 Harold v. Laurinat & Co. wrong dis.

273 Sinclair v. Bridges & Son & anr. money received
1 Mason v. Peat Utilization Co. ld. bonds
2 Imbert v. Benson bond
3 Charlesworth v. Broderick injunction
5 F. Joyce & Co. ld. v. Ladelle goods sold
7 Hargreaves v. Marshall declaration
15 Harrogate Land Co v. Holland money received
16 Société Générale des Petroles, &c. ld. v. Russell & Co. ld. contract
17 Mynors v. Steward negligence
82 Engineering & General Contract Corpn. ld. v. Hopcraft & anr money received
89 Duncan v. Schotborgh contract
125 Incandescent Gas Light Co. v. Helio-Incandescent Gas Burner Co & ors. patents
178 Same v. De Mare Incandescent Gas Light System ld. injunction
152A Same v. Sunlight, &c. Gas Lamp Co. patents
155 Pennell v. Cooke & anr. contract
75 Briggs v. Cooke & anr. work
146 Jenkyn v. W. Barter & Co. ld. } bill } to be tried
158 Cummins v. Jenkyn & Son detinue } together
159 Beaumont v Hobson & ors. possession
166 Robson v. FitzGeorge guarantee
175 Crouch v. Comber trespass
177 Watts & ors. v. Williams & ors. money paid
184 Comptoir National d'Escompte de Paris v. Gastrell
187 Logette v. Davis possession [bill
188 Stokes v. Bonner money paid
201 Adlam & ors. v. Rintoul rent
214 Legrand v. Ramsden & Son royalties
228 St. Olave's Board of Works v. Southwark and Vauxhall Water Co. work
274 Michael v. Holding & Son distress
275 Tendall v. Gregory contract
277 Greaves & ors. v. Woolford & anr. bill
280 Richardson v. Macklin note
281 Pike v. Morant contract
285 Cooper v. Hood-Barrs contract
286 Cummins v. Marshall work
287 Same v. Same work
289 Lockhart v. Doig contract
293 Wilde v. Leonard & ors. possession
294 Williams v. Sanderson contract
295 Brady v. Hollingsworth trespass
298 Thirlwell v. Bradban bill
299 Woolham v. Meyer wrong. dis.
303 Hunwick & Co. ld. v. Graves work
305 Unwin Bros. v. Williamson work
306 Lord Llangattock v. Eddowes possession
307 Neuburger v. Bailey bill
308 Snow & ors. v. Roberts possession
309 Radermacher v. King detinue
310 Dutt v. Marshall money paid
311 Odhams v. Brunning guarantee
312 Wain v. Coward money paid
314 Jones v. The Platilla Gold Gravels ld. contract
315 Young v. Bond detinue
316 Cotton v. List covenants
319 Constantine, Pickering & Co. v. Warden & Son bill of lading
320 Snell v. Coryn libel

322 Richardson v. Frere money paid
323 Turner v. Marler pers. inj.
324 Sedgwick v. Harris work
325 Cope v. Watkins contract
326 Hunt v. McCubbin rent
327 Ewing v. Moore money paid
328 Holloway v. Fitch possession
329 Whitaker & anr. v. Fox possession
332 Ball v. Bunn money paid
335 Bassan v. Bell work
337 Brotherton v. W. N. White & Co. ld. goods sold
340 Mowatt & anr. v. Clarke & anr. issue
341 Ley & anr. v. Croner possession
344 Central Stock Exchange ld. v. Smith contract
345 Harris v. Astbury contract
346 London & Universal Bank ld. v. Bradley possession
348 Daniell & anr. v. Willett issue
349 Goldsmith & Co. v. North contract
350 Hime v. The Mutual Loan Fund Assc. ld. injunction
351 Thrupp & anr. v. Harris goods sold
356 Long v. Love possession
357 London & County Unity Building Soc. v. Angell covenant
361 Howett & Co. v. L. & S. W. Bank ld. negligence
364 Koch & anr. v. Fuerst Bros. goods sold
366 Saunders v. Christey contract
368 Lee v. Peacock possession
371 Drake, Driver & Co. ld. v. Leaver slander
373 Maxwell & ors. v. Bishop & anr. work
374 Duke of Buccleuch v. Newman money received
378 Brandon v. Crowdy bill
380 Grant v. Hodgkinson contract
382 Bath v. Ridgway pers inj.
383 Hartmont v. Daly contract
385 Trollope & anr. v. Brunsdon guarantee
387 Smith & ors. v. Coombes possession
388 Diamond & anr. v. Came goods sold
390 Jay v. Bell & anr. goods sold
391 Towell v. Letts bill
393 Clark v. Broughton possession
394 Bacquin v. Holland trespass
395 Pangbourne v. Stengell bill
396 Russell & Co. v Price & ors. work
397 Jones v. Harrison goods sold
398 Hunt & anr. v Reeves possession
399 Hotchkin v. Campion rent
402 Samuel v. Fuller & anr. bill
405 Chester v. Richardson work
406 Metzner v. Wemyss contract
407 Fenwicke v. Wyatt & anr. salary
408 Swoffield v. The Anglo-French Investment Co. ld. & ors. work
409 Legrand v. Duval Restaurants for London ld. & anr. contract
416 Parke's Drug Stores ld. v. Cave contract
417 Murray v. Uxbridge Urban District Council contract
421 Lindsay & Co. v. Wagner money paid
422 St. Alphonse v. Sadlie money paid
424 Harden v. Melhuish fraud. reps.
425 Glass v. London Trams Co. ld. pers. inj.
426 Thompson v. Midland Ry. Co. pers. inj.
428 Masham v. Eveson goods sold
430 Oldham v. Sadler salary
432 Woolner v. Graham & Wife work
435 Ridley v. Pickering & Wife trespass
436 Molesworth v. Henry money lent
440 Barker v. Ledlie money paid
442 Crawley v. Elliot & anr. possession
443 Bankes v. Dauney bill
444 Attwood v. O'Grady detinue
445 Oetzmann & Co. v. Cosier goods sold
446 Sebert v. Hanbury & Co. contract
450 Baxter v. Ariel Manufacturing Co. goods sold
452 Young v. Solomon work
455 London General Omnibus Co. v. Carpenter & anr. contract
457 Braibant & anr. v. Wallace & Co. goods sold
458 Lewis v. Baldry rent
459 Speckman v. Harmsworth money lent
462 Abrams v. King contract
463 Chapman v. Browne cheque

Digitized by Google

Swanson & Wife v. Head pers. inj.
Farrow v. Ellison negligence
Lemyansky v. The Steynsdorp Mining Syndicate ld. contract
473 Smith v. Carr issue
475 The Compton Stud v. Inskip work
477 Hofman v. L. G. O. Co. pers. inj.
479 Reilly v. O'Connor commission
480 Boyer v. Elliot work
481 McLoughlin v. Isaacson money paid
483 Burnett, Christie & Co. v. Wingate money len
487 Elmer v. Rochester & anr. work

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO 7TH JANUARY, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex	138	190	328
Non-Juries			230
London	4		4
Commercial Causes			16
Cases are only entered in the Commercial List when the days are fixed for Trial.			
Set down under Order XIV.			10
			588

NOTE.—This Summary shews the total number of Actions for Trial up to and inclusive of the above date.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

APPEALS AND MOTIONS IN BANKRUPTCY

APPEALS for Hearing before a Divisional Court Sitting in Bankruptcy, pending December, 1895.

In re Dunkley Expte. Dunkley
In re Maughan Expte. Batey & anr.
In re Hellyer Expte. Cockburn
In re Mills Expte. Ker

MOTIONS in Bankruptcy for Hearing before Mr. Justice VAUGHAN WILLIAMS, pending December, 1895.

In re Hope Johnstone. Expte. Gillow v. Official Receiver (standing over by consent)
In re Same Expte. Abel Knapton v. Official Receiver (standing over by consent)
In re Caldwell Expte. Haydon v. Fox (standing over by consent)
In re Taffs, Dixon & Dowell. Expte. Diprose v. Ogle
In re Mortar Expte. Nicholls v. Harris
In re Bryant Expte. Palmer v. E. H. Bryant
In re Bryant Expte. Same v. Cockerton
In re Same Expte. Same v. G. N. Bryant
In re Young Expte. Hislop v. D. A. T. Young
10 In re Alderson Expte. Jackson v. Board of Trade
In re Somes Expte. Deller v. F. E. Somes & ors.
In re Kipling & anr. Expte. Blow v. Cumming
In re Same Expte. Cumming v. Blow
In re Hewitt Expte. Wilson v. Brougham.
15 In re Davies Expte. Ellis v. Mrs. Keevil Davies
In re Carey Expte. Cycle Co.
In re Holmes Expte. Barker v. Peat
In re Tod Expte. Dixon v. Harper
In re Same Expte. Mrs. Bedford v. Same
20 In re Godfrey, S. & ors. Expte. Glenton, Maria v. Peat
In re Gordia Expte. Official Receiver v. Strand
In re Hallowes Expte. Board of Trade v. Trustee
In re Morris Expte. Same v. Same
In re Shingler Expte. Same v. Same
25 In re Grandidge Expte. Same v. Same
In re Barker & Co. Expte. Official Receiver v. Holden
In re Bischofswerder. Expte. Raphael
In re Same Expte. Poppleton
In re Valiquet Expte. Burton v. Singleton
30 In re Graydon. Expte. Official Receiver v. Graydon & ors.
In re Fry Expte. Ford v. Bilbey & ors.
In re Gent Expte. Board of Trade v. Trustee
In re Orton Expte. Same v. Same
In re Blunt Expte. Same v. Same
35 In re Booth Expte. Same v. Same
In re Bowes Expte. Izard v. Blackman
In re Messiter Expte. Denman v. Sanguinetti
In re Tucker Expte. Newstead v. Stewart
In re Seaman Expte. Furness & Finance Co. ld. v. Gimblett
40 In re Wynne Expte. Whinney v. Robb & ors.
In re Same Expte. Same v. F. S. W. Robb
In re Harrison Expte. Board of Trade v. Trustee
In re Moon & Garner. Expte. Same v. Same
In re L. L. L. Bevan. Expte Mathews v. Kemp
45 In re Tucker Expte. Stewart v. Newstead
In re Thornton Expte. Matyear v. Official Receiver
In re Victor Expte. Central Bank of London v. Curtis
In re Same Expte. Curtis v. Central Bank
In re Follett Expte. Hobbs v. Jackson
50 In re Tucker Expte. Johanning v. Newstead
In re Peel Expte. Thomas v. Salaman

MATTERS IN BANKRUPTCY.—Total Appeals and Motions ... 55

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1896.

A to F.

Mondays, Wednesdays, Fridays — Master KAYE.
Tuesdays, Thursdays, Saturdays — Master JOHNSON.

G to N.

Mondays, Wednesdays, Fridays — Master WALTON.
Tuesdays, Thursdays, Saturdays — Master BUTLER.

O to Z.

Mondays, Wednesdays, Fridays — Master ARCHIBALD.
Tuesdays, Thursdays, Saturdays — Master MANLEY SMITH.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

A to F.

All Applications by Summons or otherwise in Actions assigned to Master GEORGE POLLOCK are to be made returnable before him in his own Room, No. 173, at 11.30 a.m. on *Tuesdays*, *Thursdays*, and *Saturdays*.

G to N.

All Applications by Summons or otherwise in Actions assigned to Master MACDONELL are to be made returnable before him in his own Room, No. 183, at 11.30 a.m. on *Mondays*, *Wednesdays*, and *Fridays*.

O to Z.

All Applications by Summons or otherwise in Actions assigned to Master WILBERFORCE are to be made returnable before him in his own Room, No. 179, at 11.30 a.m. on *Tuesdays*, *Thursdays*, and *Saturdays*.

The Parties are to meet in the Ante-room of Masters' Chambers, and the Summonses will be inserted in the Printed List for the day after the Summonses to be heard before the Master sitting in Chambers, and will be called over by the Attendant on the respective Rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

Digitized by Google

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

Dates.	Lord Chief Justice.	Pollock B.	Hawkins J.	Mathew J.	Cave J.	Day J.	Wills J.	Grantham J.
1896.								
January . . 11	Nisi Prius	Election Petitions	Divisional Court	Commercial List	Chambers	Nisi Prius	South Eastern Circuit	Nisi Prius
" 15	"	"	Central Criminal Court	"	"	South Wales Circuit	"	"
" 16	"	"	"	"	"	"	"	"
" 17	"	"	"	"	Home Circuit	"	"	"
	"	"	"	"	"	"	"	"
" 30	"	Nisi Prius	Midland Circuit	"	"	"	"	Oxford Circuit
February . . 5	"	(Chambers intervening)	"	"	"	"	"	"
	"	"	"	"	"	"	"	"
" 10	"	"	"	"	"	"	"	"
" 17	"	"	"	"	End	End	"	"
" 19	"	"	"	"	Chambers	Nisi Prius	End	"
" 21	"	"	"	"	"	"	Divisional Court	"
" 26	"	"	"	"	"	"	"	"
	"	"	"	"	"	"	"	"
March . . . 6	Commercial List	"	End	"	"	"	"	"
" 7	"	"	..	Midland Circuit	"	"	"	"
" 9	"	"	Divisional Court	"	"	"	"	"
" 12	"	"	"	"	"	"	"	End
" 14	"	"	"	"	"	"	"	Nisi Prius
" 25	"	"	"	"	"	"	Central Criminal Court	"
" 28	"	"	"	End	"	"	"	"
	"	"	"	..	"	"	Divisional Court	"
31	Nisi Prius	"	"	Commercial List	"	"	"	"
April . . . 1	"	"	"	"	"	"	"	"

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

Digitized by Google

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1896.

CHARLES J.	VAUGHAN WILLIAMS J.	LAWRANCE J.	WRIGHT J.	COLLINS J.	BRUCE J.	KENNEDY J.	REMARKS.
Nisi Prius	Companies' work and Bankruptcy	Divisional Court	Divisional Court	Divisional Court	Election Petitions	Divisional Court	
"	"	"	"	"	"	"	Commissioners have been appointed to go the Western and North Wales Circuits.
"	"	Chambers	"	"	"	"	
"	"	"	"	"	"	"	
(Election Petn. intervening)	"	"	"	(Railway and Canal Commission intervening)	(Chambers intervening)	"	Mr. Justice VAUGHAN WILLIAMS will be sitting at Nisi Prius in the event of Bankruptcy and Companies Cases not being ready.
"	"	Election Petitions	"	"	"	"	
"	"	"	"	"	Central Criminal Court	"	
"	"	"	"	"	Divisional Court	"	Until the second week in February some of the Judges will be engaged on Election Petition Business.
"	Northern Circuit	"	"	"	"	"	
"	"	"	"	"	"	"	
Nisi Prius	"	North Eastern Circuit	"	North Eastern Circuit	"	"	
"	"	"	"	"	"	Northern Circuit	
"	"	"	"	"	Central Criminal Court	"	
"	"	"	"	"	Divisional Court	"	
"	"	"	Oxford Circuit.	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	End	End	End	End	"	End	
"	..	..	..	..	"	..	
"	Companies' work and Bankruptcy	Divisional Court	Divisional Court	Divisional Court	"	Divisional Court	
"	..	"	"	"	"	"	

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

Digitized by Google

HIGH COURT OF JUSTICE.

PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at HILARY SITTINGS, 1896.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		PART-HEARD CAUSES. *Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.*			
1	D.	Tomlin *v.* Tomlin & Dixon	Cannon & Palmer.		
2	D.	Healey *v.* Healey & Sirett	Bordman & Co.		
3	D.	Nokes *v.* Nokes & Golding	T. H. Philpots.		
4	D.	Cracknell *v.* Cracknell & Riley	In Person	Maynard & Son.	
5	D.	Bourne *v.* Bourne & Spreng	Huxham & Rawlinson.		
6		Wilkins *v.* Wilkins orse. Rickard	Lewis & Lewis	E. Hughes.	
		BEFORE THE COURT ITSELF—UNDEFENDED DIVORCE.			
1	D.	Dean *v.* Dean & Porcher	T. A. Dennison & Co.		
2	D.	Jones *v.* Jones & Owen	Pritchard & Sons		Lloyd & Co.
3	D.	De la Gautraye *v.* De la Gautraye	Maynard & Son	Plunket & Leader.	
4	D.	Dutton *v.* Dutton & Webber	Ford & Ford.		
5	D.	Pearce *v.* Pearce	Griffinhoofe & Brewster.	In Person.	
6	D.	Frost *v.* Frost	J. T. Smith	Maynard & Son.	
7	J.S.	Muncey *v.* Muncey	A. Newton & Co.		
8	D.	Hancock *v.* Hancock & Winkup	Cunliffes & Davenport.		
9	D.	Taunton *v.* Taunton	Lumley & Lumley.		
10	D.	Boniface *v.* Boniface & Caton	Hamlin, Grammer & Hamlin.		
11	D.	Dowling *v.* Dowling & Worcester	Allen & Son.		
12	D.	Matthews *v.* Matthews & Ross	Osborn & Osborn.		
13	D.	Deeks *v.* Deeks & Brame	In Person.		
14	D.	Coffin *v* Coffin	In Person.		
15	D.	Fisher *v.* Fisher	Devereux & Heiron	C. W. V. Stewart.	
16	J.S.	Hemmington *v.* Hemmington.	E. G. Watkins.		
17	J.S.	Myers *v.* Myers	Bull & Bull.		
18	N.	Lindsay *v.* Lindsay orse. Stewart	Baker, Blaker & Hawes.	Wontner & Sons.	
19	J.S.	St. Ruth *v.* St. Ruth	Norris, Allens & Chapman.	Robbins, Billing & Co.	
20	D.	Lofts *v.* Lofts	F. Hatton.		
21	D.	Thornton *v.* Thornton & Morley	S. C. Peters.		
22	D.	Smith *v.* Smith & Martin	Goldring & Phillips	Geare, Son & Pease	Geare, Son & Pease.
23	D.	Wehlan *v.* Wehlan	Wilson & Wallis	E. W. L. N. Peters.	
24	D.	Norman *v.* Norman	Burgoyne, Watts & Co.		
25	D.	Wood *v.* Wood & Richards	T. T. Bickford.		
26	D.	Machlauchan *v.* Machlauchan & Best	Harrison & Davies.		
27	D.	Bull *v.* Bull & Warren	E. P. Houle.		
28	D.	Luther *v.* Luther	Deacon, Gibson & Medcalf.		
29	D.	Brooks *v.* Brooks & Coulson	Dix & Warlow.		
30	D.	Chambers *v.* Chambers, Quinningborough & Hirst	Warriner & Co.		
31	D.	Lillyman *v.* Lillyman	Calkin, Lewis & Stokes.		

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
32	D.	Minton-Senhouse v. Minton-Senhouse	A. R. & H. Steele	J. R. Pakeman.	
33	D.	Horton v. Horton & Hudson	Wynne, Baxter & Keeble.		
34	D.	Gale v. Gale.	Sismey & Sismey.		
35	D.	Polak v. Polak & Bull	Lewis & Lewis.		
36	D.	Fitts v. Fitts	G. M. Light	Stanley, Woodhouse & Co.	
37	D.	Brigden v. Brigden	Philpin & Davies.		
38	D.	Robinson v. Robinson	Calkin, Lewis & Stokes.		
39	D.	Bennett v. Bennett	Torr & Co.		
40	D.	Garrod v. Garrod & Steel	G. Jason Phillips.		
41	D.	Fletcher v. Fletcher & Jenkins	R. H. Waldron.		
42	D.	Thimm v. Thimm	Guscotte & Fowler.		
43	D.	Cole v. Cole	Minshall & Co.		
44	D.	Gledstone v. Gledstone	Pritchard & Englefield.	Stevens, Bawtree & Stevens.	
45	D.	Bishopp v. Bishopp & Newman	Heather & Sons.		
46	D.	Squire v. Squire	F. F. Palmer.		
47	J.S.	Norris v. Norris	Crowders & Vizard	C. P. Pritchard.	
48	J.S.	Young v. Young	D. A. Romain	E. Jennings.	
49	D.	Brookes v. Brookes	Charles Capron.		
50	D.	Stay v. Stay	Wood, Bigg & Nash.		
51	D.	Wise v. Wise & Colnett	C. J. Algar.		
52	D.	Thompson v. Thompson & Jenkins	Osborn & Osborn	J. J. Harlow.	
53	D.	Harris v. Harris	Osborn & Osborn.		
54	D.	Nettleton v. Nettleton	E. T. Fox	Torr, Gribble & Co.	
55	N.	Bush v. Bush orse. Dagge	Clayton, Sons & Fargus.		
56	D.	Viney v. Viney	C. Fitch.		
57	D.	Clegg v. Clegg	Godwin & Chater.		
58	D.	Clark v. Clark	John Haynes	T. R. B. Apps.	
59	D.	Lee v. Lee	Guedella & Cross	Lumley & Lumley.	
60	D.	Oliver v. Oliver & Greenshields	Norris & Son	E. T. Ratcliff	E. T. Ratcliff.
61	D.	Mathew v. Mathew & Bullock	Morten, Cutler & Co.		
62	D.	Shalders v. Shalders	C. O. Pook	Gibson, Ussher & Co.	
63	D.	Winchcombe v. Winchcombe & Eatwell	Tarry, Sherlock & King.		
64	D.	Giles v. Giles	Busk & Mellor.		
65	D.	Harvey v. Harvey	Lewis & Lewis	Elgood & Moyle.	
66	D.	Withington v. Withington, Yates and Wheat	Child & Norton	Maynard & Son.	
67	D.	Lockyer v. Lockyer	W. H. Armstrong.		
68	D.	Mundy v. Mundy	T. H. Philpots.		
69	D.	Towill v. Towill	Preston, Stow & Preston.		
70	D.	Worsfield v. Worsfield	Lewis & Lewis.		
71	D.	Huster v. Huster	C. V. Young.		
72	D.	Gabriel v. Gabriel	Burns, Churchill & Co.		
73	J.S.	Charlton v. Charlton	Dod, Longstaffe & Co.		
74	D.	Torrance-Smith v. Torrance-Smith	W. G. Glasier		
75	D.	Paterson v. Paterson	Saw & Son.		
76	D.	Chadwick v. Chadwick & Cobbett	Collyer-Bristow & Co.	H. Brown	Thorowgood & Co.
77	D.	Love v. Love & Lucas	G. R. Grant & Co.		
78	D.	Lawrance v. Lawrance	Rowcliffes, Rawle & Co.		
79	D.	Harland v. Harland	Rowcliffes, Rawle & Co.		
80	D.	Benjamin v. Benjamin	J. W. Stocker.		
81	D.	Stoyle v. Stoyle & Purvis	T. E Peet.		
82	R.C.R.	Thrupp v. Thrupp	Lewis & Lewis	Yeo & Co.	
83	D.	Smith v. Smith	Goodale & Hobson.		
84	D.	Fox v. Fox, Thornton & Hallas	Creek & Hornby Porter.		
85	D.	Stuart v. Stuart	H. R. Newson.		
86	D.	Strevens v. Strevens	Gedge, Kirby & Millett.		
87	D.	Jones v. Jones & Lancaster	W. H. Curtis.		
88	D.	Thorne v. Thorne	C. E. Oscar Walker.		
89	D.	Johnson v. Johnson & Roberts	R. White.		
90	D.	Michell v. Michell & Bell	Indermaur & Brown.		
91	D.	Taylor v. Taylor & Walker	Indermaur & Brown.		
92	R.C.R.	Beauclerk v. Beauclerk	Lewis & Lewis.		

A Supplemental List will be taken 25th March. See Term Card.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS Plaintiff's.	Defendant's.	Co-Respondent's.
		COMMON JURIES.			
1	D.	Schuessler v. Schuessler, Harding & Bedford	Greenwoods	J. Rixworthy & Stroud	J. Rixworthy & Stroud for Harding.
2	D.	Trimmings v. Trimmings & Goddard	F. George	. . . . .	Arthur Blott.
3	P.	Bella v. Ball & anr.	E. Bogue	Brown & Co.	
4	D.	Smith v. Smith & Newman	Smiles & Co.	Riddell, Vaizey & Co.	Riddell, Vaizey & Co.
5	D.	Leeds v. Leeds & Large	F. A. K. Doyle	Indermaur & Brown.	Indermaur & Brown.
6	D.	Fairholm v. Fairholm, Coxon & Barks	Le Riche & Stephens.		
7	D.	Hamilton v. Hamilton & Andrews	Douglas, Norman & Co.		
8	D.	Davies v. Davies & Lewis	F. Brooke	. . . . .	In Person.
9	D.	Millis v. Millis & Brown	W. B. Glasier	W. & W. Stocken & Co.	
10	J.S.	Hollot v. Hollot	Wilson, Wallis & Co.	Rose, Innes, Son & Crick.	
11	D.	Pemberton v. Pemberton, Thwaites & Robinson	A. T. Plant	J. C. & H. Scott	J. C. & H. Scott for Thwaites.
12	D.	Jeffrey v. Jeffrey, Wolfenden & ors.	James & James	E. K. Taylor. A. Newton. D. A. Romain. Field, Roscoe & Co. Hillearys.	
13	D.	Hewitt v. Hewitt & Davis	Fielder & Fielder	S. Myers.	
14	D.	Moore v. Moore & Moore	Stibbard, Gibson & Co.	Dennison & Co.	Dennison & Co.
15	D.	Wyatt v. Wyatt; Wyatt v. Wyatt & Joel	E. Le Voi	F. F. Palmer	Russell & Arnold, for Joel.
16	D.	Wright v. Wright	Smith, Fawdon & Low.	H. FitzPaine.	
17	D.	Burkhardt v. Burkhardt & Politachi	Bell, Brodrick & Gray.		
18	D.	Burns v. Burns & Barraball	Torr, Gribble & Co.	Law & Worssam.	
19	D.	Moulton v. Moulton, Pralet & Sibley	W. Butcher	. . . . .	F. F. Payne for Pralet.
20	D.	Light v. Light & Taunton	Halses, Trustram & Co.		
21	D.	Fishlock v. Fishlock & Paternoster	Firth & Co.	. . . . .	G. Kebbell.
22	P.	Williams v. Thomas	T. White & Sons.	Wedlake, Letts & Wedlake.	
23	D.	Millwood v. Millwood & Fry	C. W. V. Stewart	H. W. Prebble.	
24	D.	De Stedingk v. De Stedingk (Cowen cited)	Lumley & Lumley	Cannon & Son	Kemble & Co. for Cowen.
25	N.	Wilson v. Wilson orse. Gurney	Law & Worssam	E. Betterley.	
26	D.	Baker v. Baker; Baker v. Baker & Fitt	T. D. Dutton	Monro & Slack	A. Wood & Co.
27	D.	Evans v. Evans & Bandman	Tayler & Son.	. . . . .	Watson & W.
		And Causes set down in time to be heard before the 7th of February. See Term Card.			
		BEFORE THE COURT ITSELF—DEFENDED.			
1	P.	Lewis v. Lewis	T. White & Sons	A. Jonas.	
2	D.	Pedroza v. Pedroza & Crutwell	J. Bartlett	A. Myers.	
3	P.	Brighten v. Hedges	J. O. Gosling	Crowders & Vizard.	
4	P.	Benson v. King & ors.	Bensons & Co.	G. C. Topham.	
5	D.	Savoury v. Savoury	Sole, Turner & Knight	H. I. Sidney.	
6	P.	Attwater v. Norton	A. E. Copp	Mason & Soper.	
7	P.	Hancock & ors. v. New Hospital for Women	Scadding & Bodkin	Clarkson, Greenwells & Co.	
8	D.	Rosenbaum v. Rosenbaum & Ichocovitch	In Person.	. . . . .	In Person.
9	D.	Seekins v. Seekins & Adams	H. Kerby	F. Hatton.	
10	D.	Wilks v. Wilks & Gould	Gibson, Weldon & Bilborough	R. White.	
11	P.	Rogers v. Le Coq orse. Du Domain & anr.	Hind & Co.	F. W. Henry.	
12	D.	Abecasis v. Abecasis	Lewis & Lewis	In Person.	
13	J.S.	Clark v. Clark	Law & Worssam	Church, Rendell & Co.	
14	J.S.	Young v. Young	Lewis & Lewis	H. A. Farman.	
15	D.	Stoneman v. Stoneman, Pally & Day	Pritchard, Englefield & Co.	Belfrage & Co.	Iliffe, Henley & Swell for Day.
16	D.	Thorougood v. Thorougood & Power	Norris, Allens & Chapman.	Nordon & Co.	Nordon & Co.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
17	D.	Kleinwort v. Kleinwort & Henry	B. Webb	C. Godfrey Pritchard	C. Godfrey Pritchard.
18	N.	Watson orse. Greeley v. Watson	Lewis & Lewis	G. F Jones.	
19	D.	Gay v. Gay	Field, Roscoe & Co.	Crowders & Vizard.	
20	D.	Rose v. Rose	Burns, Churchill & Co.	J. B. Smith.	
21	D.	Crawford v. Crawford & Salt	Field, Roscoe & Co.	H. Clarkson & Son.	
22	J.S.	Rand v. Rand	Field, Roscoe & Co.	Iliffe, Henley & Co.	
23	D.	Harrison v. Harrison	Maynard & Sons	Clinton & Co.	
24	D.	Parker v. Parker & Lawrence	Smiles & Co.	Starling & Co.	
25	D.	Shrimpton v. Savage & ors.	Andrew Wood & Co.	Marsden, Hewitt & Urquhart.	
26	D.	Inwards v. Inwards	Leslie & Hardy	A J. Harman.	
27	D.	Hackett v. Hackett & Lechmere	Day, Russell & Co.	W. H. Armstrong.	
28	D.	Culling v. Culling & Nicholson	Brown, Ringrose & Lightbody	Lewis & Lewis	Soames & Co.
29	D.	Blamires v. Blamires	G. F. Bell	L. Walters.	
30	N.	Abraham orse. Ellaway v. Abraham	Stevens, Bawtree & Stevens	Preston, Stow & Preston.	
31	D.	Turnpenny v. Turnpenny	Willis Shore	W. J. Collens.	
32	D.	Bass v. Bass & Matthews	In Person	In Person.	
33	D.	Robb v. Robb, Dickinson & Johnson	Hamlin, Grammer & Hamlin	Torrand & Co.	Hind & Robinson *for* Johnson.
34	R.C.R.	Oldroyd v. Oldroyd	Patersons, Snow & Co.	Vincent & Vincent.	
35	D.	Thompson, M. M. v. Thompson, C. W. A.	Firth & Co.	Abrahams & Co.	
36	R.C.R.	Carter v. Carter	T. D. Dutton	E. T. Ricketts.	
37	D.	Layton v. Layton & Beatt	Stattard & Turner	Maynard & Son.	
38	D.	Jerson v. Jerson	F. Howse	Le Brasseur & Bowen.	
39	P.	Millington v. Ulmscheider	Smiles & Co.		
40	P.	Bradban v. Bradban	Howard & Atherton	C. Everett	
41	P.	Harris v. Davis	Taylor, Hoare & Pitcher.	H. B. Becher.	
42	D.	Mannock v. Mannock & Worthen (cited)	Firth & Co.	Bower & Co.	Firth & Co. *for* party cited.
43	J.S.	Carter v. Carter	D. A. Romain	J. Evans.	
44	P.	Minns v. Grinyer & Wood	A. R. O. Lowndes	H. Sowton.	
45	P.	Glasson & Glasson v. Glasson & Glasson	W. B. Fairbrother	Rowcliffes, Rawle & Co.	
46	P.	Byles & ors. v. Cox & Cox	Twisden & Co.	In default.	
47	D.	Dickson v. Dickson	Andrew & Fawcus	Vallance & Vallance.	
48	D.	Hanford v. Hanford & Jenkin	Riddell, Vaizey & Smith.		White & Sons.
49	D.	Taylor v. Taylor, Chadburn and Simpson	Robins, Hay & Co	T. R. Kent.	
50	P.	Wilkinson v. Gardner	J. F. H. Matthews	W. P. Neal.	
51	P.	Williams & Williams v. Homes	Torr & Co.	Jaques & Co.	
52	P.	Woolhouse v. Robinson	Trass & Jarmain	Andrew, Wood & Co.	
53	D.	Warrior v. Warrior (Queen's Procter shewing cause).	Williamson, Hill & Co.		
54	D.	Reid v. Reid	Minshalls & Co.	Alexander & Co.	
55	P.	Harris v. Sorrell	Bridges & Co.	Reep, Lane & Co.	
56	P.	Austin v. Baker	W. E Aldis	In default.	
57	D.	Palmer v. Palmer & Randall	Tarry, Sherlock & King	Martelli.	
58	D.	Dyson v. Dyson, Mullen, T. and Mullen, J.	Radford & Frankland	F. Hatton.	
59	P.	Whincup v. Whitehead	Peacock & Goddard	Le Riche & Stephens.	
60	P.	Addis v. Morris	Field, Roscoe & Co.	H. L. Philpots.	
61	D.	Crisp v. Crisp	A. W. W. Holt	Paddison & Son. De la Chapelle.	
62	D.	Milsom v. Milsom & Furness (Queen's Proctor shewing cause)	F. Marriott & Co.		
63	P.	Davies Evans v. Lloyd	Grieg, Meikel & Briggs	Nelson & Son.	
64	P.	Jones & Peirce v. Delmar	Warren & Co.	Jull, Godfrey & Co.	
65	D.	Wood v. Wood & Shaw	W. Calley	Radford & Frankland	Radford & Frankland.
66	D.	Johns v. Johns, Kenney, Pond and Gardner	Bell, Brodrick & Gray.	Riddell, Vaizey & Co.	Riddell, Vaizey & Co. *for* Kenney and Gardner. R. White *for* Pond.
67	D.	Bonsor v. Bonsor	Lewis & Lewis	Marshall & Marshall.	
68	J.S.	Smith v. Smith	Stanley, Evans & Co.	W. P. Neal.	
69	D.	Crowe v. Crowe / Crowe v. Crowe & Ingle	Ellis, Hutchinson & Co.		

A Supplemental List will be taken 25th March. See Term Card.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		SPECIAL JURIES.			
1	D.	Haynes v. Haynes & Sheldon	Child & Norton	W. H. Smith	W. H. Smith.
2	J.S.	Mayhew v. Mayhew	J. G. Dalzell	T. W. Rogers.	
3	J.S.	Cleave v. Cleave	Taylor, Son & Humbert.	Guscotte, Wadham & Co.	
4	P.	Procter v. Procter	Pitman & Sons	G. A. Hall.	
5	P.	Moran v. Place & ors.	T. C. Summerhays	Stibbard, Gibson & Co.	
6	P.	Kimber v. Timber	H. W. Christmas	Todd, Demens & Lamb.	
7	D.	Cochrane v. Cochrane, Johnson and Hampton	Withers & Withers	Charles Robinson	Charles Robinson *for* Hampton.
8	P.	Barnes & ors. v. Barnes	Clapham, Fitch & Co.	Chester & Hovenden.	
9	D.	Bratt v. Bratt & Wallis	A. Newton & Co.	Tyrell, Lewis & Broadbent.	Nicholson, Graham & Co.
10	D.	Dearberg v. Dearberg & Modigliani	Lewis & Lewis.		
11	P.	Wand & Partridge v. Wand & Wand	Patersons, Snow & Co.	Smith, Fawdon & Low.	
12	P.	Norris & ors. v. Stanley & ors.	West, King, Adams & Co.	Rowcliffes, Rawle & Co. / G. L. Matthews. / Longbourne, Stevens Co.	
13	P.	Britton v. Skene & Stone intervening	Brooks, Jenkins & Co.	Crawley & Co. / Collyer-Bristow & Co.	
14	D.	Hughes v. Hughes (Benison cited)	Tippetts	Gamlen & Burdett.	
		And Causes set down in time to be heard before the 24th March. See Term Card.			

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Causes before Court itself—Undefended	92
Common Juries	27
Causes before Court itself—Defended	69
Special Juries	14
Total Actions and Causes	202

MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
1	J.S.	Gothard v. Gothard (order)	A. W. Thomas	Alfred R. Gery.	
	D.	Gothard v. Gothard & Wolf	Alfred R. Gery	A. W. Thomas	Hack & Morris.
2	D.	Greenwood v. Greenwood (commission)	S. G. Warner.		
3	J.S.	Adams v. Adams (defd. order)	C. Robinson & Co.	F. Freke Palmer.	
4	D.	Burrows v. Burrows & Normington (defd. order)	J. P. Chadwick	Andrew Wood & Co.	Andrew Wood & Co.
5	R.C.R.	Burley v. Burley (defd.) (stay secy.)	Crossman & Co.	A. C. Derham.	
6	D.	Swan v. Swan (stay secy.)	F. Deakin.	Smith & Co.	
7	D.	Jefferies v. Jefferies (defd. order)	Hicklin & Co.	A. G. Ditton.	
8	D.	Ford v. Ford & Zimelli (defd. order)	Montagu Scott & Co.	Coode & Co.	
9	J.S.	Henry v. Henry (defd. order)	Fraser & Co.	R. B. Coe.	
10	D.	Thomas v. Thomas & Evans	C. Robinson & Co.	Wainwright & Co.	
11	D.	Pilling v. Pilling	L. Kirkman.		
12	J.S.	Henshaw v. Henshaw (undefd. order)	Bell & Co.	Arkcoll & Co.	
13	D.	Cowley v. Cowley & McCarthy (stay secy.)	V. Thomasset.	Fielder & Co.	
14	J.S.	Grove v. Grove (defd. order)	W. T. Harvey	W. Smee.	
15	D.	Waddington v. Waddington (stay secy.) (undefd.)	E. Clarke	E. Shalless.	
16	D.	McLean v. McLean & Gardner C.J. (stay order)	S. P. Nash	Hughes & Co.	Hughes & Co.
17	D.	Juggins v. Juggins, Hughes and Potter C.J. (stay secy.)	Smith & Co.	Brownlow & Howe	Brownlow & Howe *for* Potter.
18	D.	Collick v. Collick & Phillips (orse. Lewis) C.J. (stay order)	Smiles & Co.	Riddell, Vaizey & Co.	Riddell, Vaizey & Co.
19	J.S.	Phillips v. Phillips	T. Beard & Sons.	L. Rawlins.	
20	R.C.R.	Noble v. Noble (stay secy.)	French & Lewis	Crowders & Vizard.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Petit'oner's.	Respondent's.	Co-Respondent's.
21	D.	Frith v. Frith & Price . . . .(stay secy.)	C. L. W. Nicholson .	C. W. V. Stewart.	
22	J.S.	Lardner v. Lardner	Futvoye & Co. . .	Flegg & Son.	
23	D.	Self v. Self	Hood Barrs & Co.		
24	D.	Alexander v. Alexander	Harris & Chitham.		
25	R.C.R.	Butterworth v. Butterworth	Colyer & Colyer . .	G. H. Steinberg.	
26	D.	Fuller v. Fuller . . . . .(stay secy.)	A. S. C. Doyle . .	C. W. V. Stewart.	
27	D.	Hogben v. Hogben & Lyons . . .(stay secy.)	Wilkinson & Son .	C. W. V. Stewart.	
28	D.	Edwards v. Edwards & Corry . .(stay secy.)	F. A. Rudall . . .	Greenop & Sons . .	C. J. Brocklesby.
29	D.	Coutts v. Coutts & Kelly . . .(stay secy.)	Dix & Warlow . .	Wontner & Sons.	
30	D.	Muldowney v. Muldowney . . . (order)	Stoneham & Son . .	Saxelby & Faulkner.	
31	D.	Bicknell v. Bicknell & Foote . . .(stay secy.)	Templeton & Co. .	Preston & Co.	
32	D.	Rose v. Rose & White . . . .(stay secy.)	Ward, Perks & McKay.	P. J. Rutland . .	Vandam & Terry.
33	D.	Parrock v. Parrock & Taylor . . . (order)	In Person . . .	Maynard & Son.	
34	J.S.	Rogers v. Rogers . . . . . (order)	Bolton & Co. . . .	Law & Worssam.	
35	D.	Smith v. Smith . . . . . .(stay com.)	A. G. Ellis . . .	Marriott & Co.	
36	D.	Little v. Little . . . . . (order)	Church & Co.. . .	Talbot & Quayle.	
37	R.C.R.	Street v. Street . . . . . (order)	A. W. Mills . . .	Chamberlayne & Short.	
38	D.	Parker v. Parker & Lawrence	Smiles & Co. . .	Starling & Co.	
39	D.	Lowndes v. Lowndes & Scott . . . (order)	Field, Roscoe & Co. .	Rowcliffes & Co. . .	R. White.
40	D.	Dunn v. Dunn & Gee . . . (stay order)	Robert Jenkins .	L. W. Byrne.	
41	D.	Bull v. Bull & Wilson . . . . (order)	Prior, Church & Adams.	Speechly, Mumford & Co.	Speechly, Mumford & Co.
42	D.	Wooding v. Wooding & Fensome	J. R. Ockleshaw-Johnson.	Neve & Beck.	
43	D.	Morton v. Morton & Mahs	Lewis & Lewis .	Harwood & Stephenson	Huntington & Leaf.
44	D.	Rothwell v. Rothwell & Jones	J. Hands	M. Nordon.	
45	D.	Patterson v. Patterson & Edmondson . . .	Wynne, Holme & Wynne	Leggatt, Rubinstein & Co.	
46	D.	Tremlett v. Tremlett	J. Greenfield . . .	Osborn & Osborn.	
47		Keller v. Keller	Maynard & Son.		
48	D.	Arnold v. Arnold	Ford & Ford.		
49	J.S.	Hansen v. Hansen	Bell, Brodrick & Gray	Downing, Holman & Co.	
50	R.C.R.	Phillips v. Phillips	Forth & Co. . . .	T. Benham.	
51	J.S.	Burnup v. Burnup	Dixon, Weld & Dixons	Campbell, Reeves & Hooper.	
52	D.	Dwyer v. Dwyer & Hazeldine.	J. A. Bartrum . .	Crowders & Vizard .	Crowders & Vizard.
53	D.	Cantello v. Cantello & Crosby.	W. M. Willcocks. .	J. Hayward . . .	J. Hayward.
54	D.	Brodrick v. Brodrick	Lumley & Lumley .	Robbins, Billing & Co.	
55	D.	Bird v. Bird & Judkins	C. Robinson & Co. .	Lewis & Lewis . .	Lewis & Lewis.
56	D.	Moore v. Moore	G. & H. Brandon & Co.	Foster & Co.	
57	D.	Cooke v. Cooke & Hall	Meredith & Co. . .	Hamlin, Grammer & Co.	
58	D.	Butterworth v. Butterworth	Wilson, Wallis & Co.	F. Deakins.	
59	D.	May v. May, Symons & Fletcher	H. C. Hardy . . .	E. Swain.	
60	D.	Arbuthnot v. Arbuthnot & Mills	Francis, Johnson & Co.	A. Newton & Co.	

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.		APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday,	Jan. 13	Mr. Ward	Mr. Clowes	Mr. Godfrey	Mr. Rolt	Mr. Lavie	Mr. Pugh	Monday, Jan. 13
Tuesday	„ 14	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Tuesday „ 14
Wednesday	„ 15	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Wednesday „ 15
Thursday	„ 16	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Thursday „ 16
Friday	„ 17	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Friday „ 17
Saturday	„ 18	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Saturday „ 18

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

Digitized by Google

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

ADMIRALTY.—HILARY SITTINGS, 1896.

ACTIONS FOR TRIAL.

Ship "ALARM" (Liverpool District Registry)
" "ALEXANDER YEATS"
" "ALVARADO"
" "BALMUIR"
5 " "BARROW"
" "BEARN"
" "BLARNEY"
" "BRITTANY"
" "CITY OF TRURO"
10 " "CONDOR"
" "CROFT"
" "CROSTOWEN"
" "CYGNET"
" "DIAMOND"
15 " "DRUMROCK"
" "DUCHESS OF EDINBURGH"
" "ECLIPSE"
" "ELECTRA"
" "FELBRIDGE"
20 " "FOSCOLINO"
" "FRANCE"
" "GERMANIC" (Liverpool District Registry)
" "GLEN ROSA"
" "HANSA"
25 " "HARTSIDE"

Ship "HENRY MORTON"
" "HOPPER" No. 2
" "IMBRO"
" "JAMES TURPIE"
30 " "KOTKA"
" "KRAGERO"
" "LADY ARMSTRONG"
" "LOTUS"
" "MICHAEL KELBY"
35 " "MINERVA"
" "MUNSTER" (Liverpool District Registry)
" "NORWAY"
" "RIOJA"
" "R. W. BOYD"
40 " "RONA"
" "SCHALDIS"
" "SMIDT"
" "STARLING"
" "STEFANIA"
45 " "SWANLAND"
" "SAN DOMINGO"
" "VALE"
" "VIOLANTE"
49 " "WINSTANLEY"

APPEALS TO THE DIVISIONAL COURT.

Ship "AMBROSE"
" "PROCEED."

SUMMARY.—Actions for Trial . . . 49; Appeals to Divisional Court . . . 2—Total . . . . 51.

MEMORANDUM.—No complete List of Actions to be tried in this Division during Hilary Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

John Fardell and Philip Canning (Fardell & Canning), Solicitors, Mitre Chambers, Temple, by mutual consent as from Nov. 15, 1895. The business will in future be carried on by Philip Joseph Canning alone under the firm of Fardell & Canning.

Samuel Field, Mark Field, and Arthur McDonall Hannay (Field, Son, & Hannay), Solicitors, Liverpool, by effluxion of time as from Dec. 31, 1895.

William Johns Gray and Loftus Dacre Tottenham (Gray & Tottenham), Solicitors, Finsbury Circus Buildings, by mutual consent as from Dec. 25, 1895.

John Henry James, Romer Williams, Henry Ashworth James, and Archibald Herbert James (Williams & James), Solicitors, Norfolk House, Thames Embankment, Dec. 31, 1895, dissolved by mutual consent so far as regards John Henry James and Henry Ashworth James.

Harry James Lewis and Herbert Huntley Boorne (Lewis & Boorne), Solicitors, 55 and 56, Chancery Lane, and 9A, Sackville Street, by mutual consent as from Dec. 14, 1895.

Edward Holme Woodcock and James John Penny (Woodcock & Penny), Solicitors, Southport and Wigan, Lancaster, by mutual consent as from Dec. 31, 1895, the said James John Penny retiring. The business will in future be carried on by Edward Holme Woodcock.

APPOINTMENTS.

Mr. Henry Cecil Geare (Geare, Son & Pease), Solicitor, 57, Lincoln's Inn Fields, W.C., has been appointed a Perpetual Commissioner for taking Acknowledgments of Married Women, and also a Commissioner for Oaths for the Colony of New Zealand, and for Madras, Allahabad, and North-Western Provinces, India.

Mr. Edgar Rainier Ratcliffe, Ryde, Isle of Wight, Solicitor, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.

Dec. 27. The Queen has been pleased to appoint Mr. Stephen George Sale, Barrister-at-Law, to be one of the Judges of the High Court of Judicature at Fort William, in Bengal, in the place of Mr. J. B. Norris, Q.C., who has been permitted to resign his office.

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

PROSPECTUS OF LECTURES AND CLASSES

DURING

HILARY EDUCATIONAL TERM, 1896.

CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.

Reader . . . . . J. P. WALLIS, ESQ.

During Hilary Term the READER proposes to conclude the last Term's Course by dealing with Remedies against the Crown and its servants, and then to deliver Lectures and hold Classes on the following subjects:—

LEGAL HISTORY.

I. Anglo-Saxon Law—The Local Courts and the Curia Regis—Evolution of the Courts of Common Law.
II. The King's Writ—Growth and Sources of the Common Law.
III. The Respective Jurisdictions of the Common Law Courts—Early Civil Procedure—Real Actions—Contract—Tort—Trial by Jury—Nisi Prius.
IV. Early Criminal Law and Procedure—The Justices of Assize.
V. The King in Council and in Parliament—Early History of Equity—The House of Lords and Privy Council.
VI. The Progress of the Laws of England.
VII. The Existing Distribution of Judicial Powers.

If time permits, the READER will also deliver Lectures and hold Classes on—

CONSTITUTIONAL LAW.

I. The Province of Constitutional Law—The Law and Custom of the Constitution—Written and Unwritten, Flexible and Rigid Constitutions.
II. The Sovereignty of Parliament.

In his classes the READER will also deal with the early History of the Constitution.

The first Lecture will be delivered on Thursday, 16th January, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Friday, 17th January, at 3 o'clock, and the subsequent Classes on Tuesdays at 3 o'clock, Thursdays at 11 o'clock, and Fridays at 3 o'clock.

ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.

Reader . . . . . W. A. HUNTER, ESQ.
Assistant Reader . . J. E. C. MUNRO, ESQ.

During Hilary Term the READER proposes to deliver Lectures and hold Classes as follows:—

SENIOR LECTURES.

I. The History of the Family as a Legal Institution—Marriage—Married Women's Property—The Status of Children.
II. The History of Property—Things Capable of Ownership—Forms of Ownership, Conveyances, Mortgages, &c.
III. The History of Contracts.
IV. The History of Inheritance, Wills, and Legacies.

In the Senior Class, the READER will discuss the history of the Roman Law and Constitution, Roman Law of Possession, Contract, and (with more minuteness) the Law of Sale. The READER will refer to the works of Mr. Mackintosh and Mr. Moyle on the Law of Sale, and Hunter's "Roman Law."

JUNIOR LECTURES.

I. *Tutela.*
II. *Cura.*
III. The Roman Law of Torts—Wrongs to persons (*Injuria*).
IV. & V. Wrongs to Property—Furtum, Vi bonorum raptorum, damnum, injuria.
VI. Quasi-Delicts.

The ASSISTANT READER will, in his Class, discuss in detail those portions of the Institutes of Justinian that bear (1) on the Law of Wills, with special reference to the form of wills, the requisites of wills, legacies, trusts, and codicils, (2) Obligationes ex Contractu.

The first Senior Lecture will be delivered on Wednesday, 15th January, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Thursday, 16th January, at 12 o'clock; and the subsequent Senior Classes at the same hour on Tuesdays and Thursdays.

The first Junior Lecture will be delivered on Friday, 17th January, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Junior Class will be held on Monday, 13th January, at 10 o'clock, and the subsequent Junior Classes on Tuesdays at 11 o'clock, and Saturdays and Mondays at 10 o'clock.

THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.

Reader . . . . . SIR H. W. ELPHINSTONE, BART.
Assistant Reader . . JOHN GENT, ESQ.

During Hilary Term the READER and ASSISTANT READER propose to deliver Lectures and hold Classes on the following subjects:—

SENIOR.

I. Explanation of what a deed is—Analysis of typical form of deed showing the use of the different clauses.
II. Deeds take effect from delivery, not from date—Effect of simultaneous deeds in the same transaction being dated or delivered in the wrong order.
III. Parties—Importance of evidence as to identity of parties in perusing abstracts—Indentures—Deeds poll.
IV. Execution of deeds—Powers of Attorney.
V. Recitals—Frame of—Narrative—Introductory—Effect of discrepancy from operative parts—Importance of accuracy—Estoppel by.
VI. Consideration—Good—Valuable—Absent.
VII. Operative words—What proper in different cases—Effect of using improper—Parcels.
VIII. General Words—Easements—Profits *à prendre.*
IX. Estate clause—Habendum—Use of—Where discrepant from premises.
X. Limitations of various natures—Uses.
XI. Powers of various natures, operating at Common Law, under the Statute of Uses, under any other Statute, or in Equity only.
XII. Distinction between conveyances operating under the Statute of Uses and those that do not—Transmutation of possession—Explanation of conveyances of freeholds of every nature found in abstracts.
XIII. Assignments of leaseholds.
XIV. Covenants, including covenants implied by law.
XV. Covenants running with land or with the reversion—Purchasers' covenants.

Digitized by Google

JUNIOR.

I. The nature and divisions of Property—Real and Personal Property—Movable and immovable Property—Property having merely a notional existence.
II. The distinction between property and possession. "Special" property—"General" property.
III. Tenure—Meaning of freeholds, copyholds, and leaseholds—Distinction between law and custom.
IV. Estates in land—Forms of Limitation of—Tenant in fee simple—Tenant in fee tail—Tenant for life—Tenant *pur autrie vie*—Tenant for years and miscellaneous chattel interests—Joint tenants—Tenants in common.
V. Transfer at Common Law of land and chattels, distinguishing between the cases where the owner is in or out of possession—Feoffment—Grant at Common Law.
VI. Effect of Statute of Uses—Uses to bar Dower—Lease and Release—Bargain and Sale enrolled—Covenant to stand seized.
VII. A modern conveyance of freeholds—Power of tenant for life to sell under the Settled Land Acts.
VIII. Powers of various natures, operating at Common Law, under the Statute of Uses, and under other Statutes and in Equity only.

The first Senior Lecture will be delivered on Wednesday, 15th January, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Friday, 17th January, at 2 o'clock, and the subsequent Senior Classes at the same hour on Tuesdays and Fridays.

The first Junior Lecture will be delivered on Wednesday, 15th January, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Friday, 17th January, at 12 o'clock, and the subsequent Junior Classes at the same hour on Mondays, Tuesdays, and Fridays.

LAW AND EQUITY.

Reader . . . . . EDMUND ROBERTSON, ESQ., Q.C.
Assistant Reader . . J. A. HAMILTON, ESQ.

During Hilary Term the READER proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

THE LAW OF PRINCIPAL AND AGENT.

The relation of principal and agent. Comparison with other relations. General and special agents. Classes of mercantile agents (brokers, factors, &c.). Mercantile agents under Factors' Act, 1889. *Del credere* agent.

Joint principals and joint agents. The contract of agency. (*Manby* v. *Scott* and cases on "Implied Agency" of Married Women.)

The appointment of an agent. Agent of corporation. Agent to execute deed.

DELEGATION of agent's authority. General rule and exceptional cases. Principal and sub-agent.

RATIFICATION of unauthorised contracts. What acts may be ratified. Who may ratify. Effect of ratification. Summary of rules.

REVOCATION of agent's authority. When authority irrevocable. Authority coupled with an interest. How revocation effected.

Extent of the agent's authority.

Rights and duties as between PRINCIPAL and THIRD PARTIES. Undisclosed principals.

Rights and duties as between PRINCIPAL and AGENT. Ordinary duties of agents. Obligations arising out of fiduciary character of the relationship. Special obligations of agents. *Del credere* agency. Agents' rights.

AGENTS and THIRD PARTIES. Liability of unauthorised agent. Warranty of authority. Measure of damages. Liability of agent under his contract.

JUNIOR LECTURES.

THE STATUTORY REQUISITES OF CONTRACTS.

General view of statutory requirements touching the validity and operative effect of contracts.
The Statute of Frauds. Section 4.
Agreements within section 4.
Requirements of the section. Effect of the section.
Sale of Goods Act, 1893, sect. 4. Agreements within the section.
Requirements and Effect of the section.
Consideration of statutory provisions other than the foregoing.

The ASSISTANT READER will continue his Classes on "The general principles of liability in Tort as affected by Death, Bankruptcy, and Personal Status, and by the relations of Employer and Contractor and Master and Servant," and subsequently on "Specific Torts."

The first Senior Lecture will be delivered on Thursday, 16th January, at 2 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Senior Class will be held on Monday, 20th January, at 2 o'clock, and the subsequent Senior Classes at the same hour on Wednesdays and Mondays.

The first Junior Lecture will be delivered on Wednesday, 15th January, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Tuesday, 14th January, at 10 o'clock, and the subsequent Junior Classes on Thursdays at 10 o'clock, Saturdays at 11 o'clock, and Tuesdays at 10 o'clock.

Reader . . . . . A. HOPKINSON, ESQ., Q.C.
Assistant Reader . . . O. A. SAUNDERS, ESQ.

During Hilary Term the READER proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

On Mondays, at 4 p.m.

PARTNERSHIP.

I. NATURE OF PARTNERSHIP.
Distinction between Partnership and Companies and other Associations.

II. & III. FORMATION OF PARTNERSHIPS AND RIGHTS OF PARTNERS INTER SE.
Partnership property. Lake v. Craddock.
Duties of partners to co-partners.
Retirement and expulsion of partners.
Assignment of shares in partnership.
Partners' lien.
Articles of partnership. Special clauses and their effect.

IV. & V. RELATIONS OF PARTNERS TO PERSONS DEALING WITH THEM.
Extent of partners' authority.
Liability for contracts of co-partners.
Liability for torts of co-partners.
Joint and several liability. Kendall v. Hamilton.
Liability of estates of deceased partners.
Doctrine of "holding out."

VI. & VII. DISSOLUTION AND WINDING-UP OF PARTNERSHIPS.
Rights of partners after dissolution. Goodwill.
Actions for dissolution and account.
Mode of realising assets, taking accounts, and distributing estate.
Appointment of Receivers.

Digitized by Google

JUNIOR LECTURES.

On Fridays, at 4 p.m.

PRINCIPLES OF EQUITY.

I. Meaning of the term.
Origin of Court of Chancery.
Reasons for growth of.
Mode of procedure. Action in personam. *Penn* v. *Lord Baltimore.*
Principles adopted.
Recognition of rights *not recognised* at Law. (Trusts)
" rules *different* from those adopted by Courts of Law (Corrective).
Use of *remedies* unknown to Law.

II. III. & IV. Maxims recognised—
(a) Æquitas sequitur legem.
(b) Where there is equal equity, Law must prevail.
Basset v. *Nosworthy.*
Lord Glenorchy v. *Bosville.*
Marsh v. *Lee.*
(c) Qui prior tempore potior jure.
(d) He who comes into equity must do equity.
Equity to a settlement.
Elibank v. *Montolieu.*
(e) Vigilantibus non dormientibus æquitas subvenit.
Delay. Acquiescence.
(f) Equity regards as done what ought to be done or is agreed to be done.
Conversion. *Fletcher* v. *Ashburner.*
Ackroyd v. *Smithson.*

V. & VI. Equitable relief against strict legal results of acts of parties.
(a) Mortgages; Relief against forfeitures.
Peachy v. *Duke of Somerset.*
(b) Undue influence. Mistake. Fraud.
Huguenin v. *Basely.*
Chesterfield v. *Janssen.*
Allcard v. *Skinner.*
Fox v. *Mackreth.*

VII. Doctrine of Notice.

VIII. Illustrated from law as to
(a) Priorities. *Hopkinson* v. *Rolt; Le Neve* v. *Le Neve.*
(b) Covenants. *Tulk* v. *Moxhay.*

IX. & X. Effect of the Judicature Act.
Transfer of jurisdiction. Sect. 16.
Assignment of business. Sect. 34.
Change of Procedure.
Abolition of injunction against legal proceedings. Sect. 24.
Examples of equitable rules to be recognised. Sect. 25.
" " remedies to be used.

In the Senior Classes some of the above subjects will be treated in greater detail, and the practice of the Court in Administration Actions will be illustrated.

The ASSISTANT READER will hold Classes on "The Law of Trusts."

TRUSTS, PART I.—THE TRUST.

I. THE ORIGIN OF TRUSTS—
Uses of Land—The Subpœna.

II. THE NATURE OF TRUSTS—
Privity of Estate and of Person—Notice of Trust—The parties to and subject-matter of a trust.

III. THE CREATION OF TRUSTS—
(A) Inter Vivos—Statute of Frauds—Sections 7 and 8.
(B) Testamentary trusts—Secret Trusts; (i) Objects undisclosed; (ii) Intention undisclosed.

IV. THE VALIDITY OF TRUSTS: (A) Absence of Consideration (B) Illegality—
(A) Voluntary trusts based—(i) On declaration of trust; (ii) On Transfer.
The avoidance of Voluntary trusts—(i) By Statute; (ii) By rules of Equity.
(B) Unlawful Trusts—(i) Superstition—Immorality—Fraud; (ii) Perpetuity—Repugnancy—Sundry; (iii) Statutory Restrictions on Trusts for Accumulation.

V. DISPOSITIONS RESEMBLING TRUSTS, BUT DISTINGUISHABLE—
Trusts—(i) For payment of creditors; (ii) For maintenance of children; (iii) Mixtures of trust and power; (iv) Honorary trusts.

VI. THE CLASSIFICATION OF TRUSTS—
(I) Trusts declared or created (Stat. of Frauds, s. 7) { (A) Express Trusts; (B) Implied Trusts } Dependent on actual intention directly or indirectly evidenced.
(II) Trusts resulting or arising by construction of Law (Stat. of Frauds, s. 8) { (C) Resulting Trusts—Absence of contrary intention. (D) Constructive Trusts—Independent of intention.

VII. (A) EXPRESS OR DIRECT TRUSTS—
Certainty of Intention, Subject, and Object—Executory trusts.

VIII. (B) IMPLIED OR INDIRECT TRUSTS—
(i) Inter Vivos; (ii) Testamentary—Precatory trusts.

IX. (C) RESULTING TRUSTS—
Arising on (i) Imperfect dispositions; (ii) Purchases; (iii) Joint purchases.

X. (D) CONSTRUCTIVE TRUSTS—
(i) Fiduciary Relation; (ii) Intermeddling; (iii) Miscellaneous.

NOTE.—The ASSISTANT READER proposes to continue and complete the above course as follows, viz:—
Trusts Part II., "The Trustee" in Easter Term.
Trusts Part III., "The Cestuique trust," in Trinity Term.

The first Senior Lecture will be delivered on Monday, 13th January, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first Junior Lecture will be delivered on Friday, 17th January, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Senior Class will be held on Monday, 20th January, at 10 o'clock, and the subsequent Senior Classes at the same hour on Saturdays and Mondays.

The first Junior Class will be held on Monday, 13th January, at 11 o'clock, and the subsequent Junior Classes at the same hour on Wednesdays, Fridays, and Mondays.

EVIDENCE, PROCEDURE, CIVIL AND CRIMINAL, AND CRIMINAL LAW.

Reader . . . . . A. HENRY, ESQ.

During Hilary Term the READER proposes to deliver Lectures and hold Classes on the following subjects:—

EVIDENCE.

The Nature and History of the Law of Evidence.
Best Evidence.
Relevant Evidence.
The Rules relating to the Competency and Examination of Witnesses.

Digitized by Google

PROCEDURE.

Civil Procedure.

A Summary of the History of Procedure at Common Law and Equity before the Judicature Acts.

The Changes made in Procedure by the Judicature Acts and Rules.

The Proceedings in an Action until Judgment.

CRIMINAL PROCEDURE.

A Summary of the History of Criminal Procedure.

CRIMINAL LAW.

Offences against the Person.

Offences against Property.

The first Lecture will be delivered on Thursday, 16th January, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Saturday, 18th January, at 12 o'clock, and the subsequent Classes on Mondays at 3 o'clock, Tuesdays at 4 o'clock, and Saturdays at 12 o'clock.

NOTE.—The Lectures are free to Members of the Bar.

Particulars as to Fees payable by gentlemen, not being Members of an Inn of Court, may be obtained upon application to the Clerk of the Council, Lincoln's Inn Hall, W.C.

MACNAGHTEN,
Chairman of Council of Legal Education.
J. C. MATHEW,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN,
January, 1896.

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Class Rooms in GRAY'S INN, *to commence on Monday, the 13th January, and be continued according to the subjoined Time Table until the 7th March.*

	MONDAY.		TUESDAY.		WEDNESDAY.		THURSDAY.		FRIDAY.		SATURDAY.	
	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.
10—11	Mr. HOPKINSON. Class. First Class, 20th Jan.	Mr. MUNRO. Class. First Class, 13th Jan.	Mr. HAMILTON. Class. First Class, 14th Jan.			Mr. HUNTER. Senior Lecture. First Lecture, 15th Jan.	MR. HAMILTON. Class.			Mr. HUNTER. Junior Lecture. First Lecture, 17th Jan.	Mr. HOPKINSON. Class.	Mr. MUNRO. Class.
11—12	Mr. SAUNDERS. Class. First Class, 13th Jan.			Mr. MUNRO. Class.	Mr. SAUNDERS. Class.			MR. WALLIS. Class.	Mr. SAUNDERS. Class.		Mr. HAMILTON. Class.	
12—1		SIR H. ELPHINSTONE. Class.	Mr. HUNTER. Class.	SIR H. ELPHINSTONE. Class.		SIR H. ELPHINSTONE Junior Lecture. First Lecture, 15th Jan.	Mr. HUNTER. Class. First Class, 16th Jan.			SIR H. ELPHINSTONE. Class. First Class, 17th Jan.		Mr. HENRY. Class. First Class, 18th Jan.
1—2												
2—3	Mr. ROBERTSON. Class. First Class, 20th Jan.		Mr. GENT. Class.		Mr. ROBERTSON. Class.			Mr. ROBERTSON. Senior Lecture. First Lecture, 16th Jan.	Mr. GENT. Class. First Class, 17th Jan.			
3—4		Mr. HENRY. Class.		Mr. WALLIS. Class.		Mr. ROBERTSON. Junior Lecture. First Lecture, 15th Jan.	Mr. WALLIS. Lecture. First Lecture, 16th Jan.			Mr. WALLIS. Class. First Class, 17th Jan.		
4—5	Mr. HOPKINSON. Senior Lecture. First Lecture, 13th Jan.		Mr. HENRY. Class.		Mr. GENT. Senior Lecture. First Lecture, 15th Jan.			Mr. HENRY. Lecture. First Lecture, 16th Jan.	Mr. HOPKINSON. Junior Lecture. First Lecture, 17th Jan.			

The CLASS ROOMS are in Field Court.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Jan. 20	Mr. Clowes	Mr. Carrington	Mr. Farmer	Mr. Pemberton	Mr. Beal	Mr. Leach	Monday, Jan. 20
Tuesday " 21	" Jackson	" Lavie	" Rolt	" Ward	" Pugh	" Godfrey	Tuesday " 21
Wednesday " 22	" Clowes	" Carrington	" Farmer	" Pemberton	" Beal	" Leach	Wednesday " 22
Thursday " 23	" Jackson	" Lavie	" Rolt	" Ward	" Pugh	" Godfrey	Thursday " 23
Friday " 24	" Clowes	" Carrington	" Farmer	" Pemberton	" Beal	" Leach	Friday " 24
Saturday " 25	" Jackson	" Lavie	" Rolt	" Ward	" Pugh	" Godfrey	Saturday " 25

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

SUPREME COURT OF JUDICATURE ACTS, 1873–1894, AND THE FINANCE ACT, 1894.

RULES OF THE SUPREME COURT (NOVEMBER), 1895.

ORDER LIV. RULE 12 (*m*).

1. Add at the end of (*m*)—"Or applications to dispense with the concurrence of a husband in a disposition by a married woman."

ORDER LIV. RULE 12B.

2. [*Married woman's property.*]—Applications for Orders under 3 & 4 Will. IV. c. 74, s. 91, or 20 & 21 Vict. c. 57, s. 2, to dispense with the concurrence of a husband in a disposition of property by a married woman, shall be heard by a Judge of the Queen's Bench Division sitting at Chambers, and shall be made in the first instance *ex parte*, but subject to any direction by the Judge as to notice or otherwise.

ORDER LV. RULE 9C.

3. (1.) [*Disputes under* 57 & 58 *Vict. c.* 30, *s.* 14 (2).]—An application under section 14 (2) of the Finance Act, 1894, for the determination of a dispute as to the proportion of estate duty to be borne by any property or person shall be made by originating summons in the Chancery Division.

(2.) Such summons shall be intituled in the matter of the estate of the person upon whose decease the estate duty has been paid or claimed, and in the matter of the Finance Act, 1894, and shall in other respects be in the form prescribed by Order LIV., R. 4B, and by Appendix K., No. 1A.

4. These Rules may be cited as the Rules of the Supreme Court (November), 1895, or each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 1st of February, 1896.

(Signed) HALSBURY, *C.*
RUSSELL OF KN., *C.J.*
ESHER, *M.R.*
EDWARD E. KAY, *L.J.*
F. H. JEUNE, *P.*
A. L. SMITH, *L.J.*
JOSEPH W. CHITTY, *J.*
ROBERT B. FINLAY.
HERBERT H. COZENS HARDY.
J. W. BUDD.

November 26, 1895.

LAW OF DISTRESS AMENDMENT ACT, 1895.

RULES.

1. An applicant for a general certificate shall satisfy the Judge that he is resident or has his principal place of business in the district of the Court, and shall state whether he has ever been refused a certificate or had a former certificate cancelled.

2. A general certificate shall (unless previously determined) have effect until the 1st of February next after the expiration of twelve months from the granting thereof, provided that the Judge of the Court where the certificate was granted may renew the same from time to time for the like period. This Rule shall apply to every certificate granted before the passing of these Rules as if it had been granted at the date of the commencement of the Act.

3. A certificate shall have effect, notwithstanding cancellation or expiration by non-renewal, for the purpose of any distress where the bailiff has entered into possession before the date of cancellation or expiration.

4. On the renewal of a certificate the registrar shall be satisfied that the security required under Rules 9 and 10 of the Distress Rules, 1888, is subsisting. The fee on the application for renewal shall be two shillings and sixpence.

5. A renewed certificate shall be under the hand of the Judge in the Form No. 1 in the Distress Rules, 1888, except that instead of the word "hereby" the words "by this renewed certificate" shall be inserted, and that the date at which the renewed certificate shall become terminable shall be added at the foot thereof.

6. There shall be made and signed by the registrar on the 1st of February in every year, and exhibited in the office of every Court a list of the bailiffs holding certificates for the time being; and the fact of the subsequent cancellation of any such certificate shall be notified by the registrar on such list and published by him in some local newspaper.

7. Wherever "cancel" occurs in the Distress Rules, 1888, add "or make void."

8. The following form of cancellation shall be used:—

FORM 3.

Cancellation of Certificate.

Date.

In the County Court of ——— holden at ———.

In pursuance of section 1 of the Law of Distress Amendment Act, 1895, I hereby cancel and make void the certificate granted to *A.B.* of ———, to act as bailiff to levy distress for rent in England and Wales, or (terms of special certificate) *save and except as to any distress whereon the said A.B. has distrained and is in possession of the goods.*

(Signed) ——— Judge.

The 29th of November, 1895.

(Signed) HALSBURY, *C.*

Digitized by Google

THE BANKRUPTCY ACTS, 1883 AND 1890,

AND

THE BANKRUPTCY RULES, 1886 AND 1890.

PURSUANT to Clause 2 of Rule 5 of the Bankruptcy Rules, 1886 and 1890, the Board of Trade hereby substitute the form of notice of rejection of Proof of Debt set out at the foot hereof, in lieu of the existing Form No. 74 in the Appendix to the Bankruptcy Rules 1886 and 1890, and henceforth the substituted form shall be the form No. 74 in the Appendix of Forms referred to in the said Rules—Dated this 10th day of January, 1896.

By order of the Board of Trade.

John Smith, Inspector-General in Bankruptcy, authorized in that behalf by the President of the Board of Trade.

No. 74.

NOTICE OF REJECTION OF PROOF OF DEBT.

(*Title.*)

Take notice that, as Official Receiver of the above Estate, I have this day rejected your claim against such Estate (*a*) *to the extent of* £———, on the following grounds:—

And further take notice that if you are dissatisfied with my decision in respect of your proof, you may apply to the Court to reverse or vary the same, but, subject to the power of the Court to extend the time, no application to reverse or vary my decision in rejecting your proof will be entertained after the expiration of (*b*) ——— days from this date.

Dated this ——— day of ———, 189 .

———, Official Receiver.

Address ———.

To ———.

(*a*) If proof wholly rejected, strike out words in italics.
(*b*) 21 days or 7 days, as the case may be. See Rules 230 and 232 (2).

COMMERCIAL CAUSES.

SPECIAL NOTICE.

MANCHESTER AND LIVERPOOL WINTER ASSIZES, 1896.

With respect to Commercial Causes which it is desired to have disposed of at these Assizes, Summonses in such Causes will, if marked, by consent, "Assize Judge," be heard respectively by the Judge taking Civil Business at Manchester and Liverpool. Up to February 21st, Summonses in Liverpool Causes will be heard by the Assize Judge (V. WILLIAMS J.) in Chambers in London, and during the Manchester Assizes in Manchester. Up to February 10th, Summonses in Manchester Causes will be heard by the Assize Judge (KENNEDY J.) in London, and during the Manchester Assizes in Manchester.

A separate List will be made for Commercial Causes for Manchester and Liverpool, and days will be fixed for the hearing of the respective Causes in such List.

Appointments for Summonses, and all information relating thereto, can be obtained from the Clerks of the respective Judges by letter to them or orally.

CIRCUITS OF THE JUDGES.

In addition to the Circuits already published (*ante*, p. 3) the following dates have been fixed:—

WINTER ASSIZES, 1896.		MIDLAND.	OXFORD.
Commission Days.		*Hawkins J.* *Mathew J.*	*Grantham J.* *Wright J.*
Saturday	January 11	.. ..	.. ..
Tuesday	„ 14	.. ..	.. ..
Wednesday	„ 15	.. ..	.. ..
Thursday	„ 16	.. ..	.. ..
Friday	„ 17	.. ..	.. ..
Saturday	„ 18	.. ..	.. ..
Monday	„ 20	.. ..	.. ..
Thursday	„ 23	.. ..	.. ..
Friday	„ 24	.. ..	.. ..
Monday	„ 27	.. ..	.. ..
Wednesday	„ 29	.. ..	.. ..
Thursday	„ 30	Aylesbury	Reading,
Friday	„ 31	.. ..	*Fri.* 31, 2 *o'c.*
Monday	February 3	Bedford	Oxford,
Tuesday	„ 4	.. ..	*Wednes.* 5
Wednesday	„ 5	.. ..	.. ..
Thursday	„ 6	North'pton*	.. ..
Friday	„ 7	.. ..	Worcester,
Monday	„ 10	Oakham and	*Monday* 10
Tuesday	„ 11	Leicester	.. ..
Thursday	„ 13	.. ..	Gloucester,
Monday	„ 17	Lincoln	*Monday* 17
Wednesday	„ 19	.. ..	.. ..
Thursday	„ 20	.. ..	Monmouth,
Friday	„ 21	.. ..	*Saturday* 22
Monday	„ 24	Derby	.. ..
Tuesday	„ 25	.. ..	Hereford.
Wednesday	„ 26	.. ..	*Wed.* 26, 2 *o'c.*
Friday	„ 28	.. ..	Shrewsbury,
Monday	March 2	Nottingham	*Mon.* Mar. 2
Thursday	„ 5	.. ..	.. ..
Friday	„ 6	.. ..	Stafford 2
Saturday	„ 7	Warwick	.. ..
Monday	„ 9	.. ..	.. ..
Friday	„ 13	Birmingham 2	
Saturday	„ 28	(End)	

* Business will be commenced at 12.30 on the Commission Day.

COUNCIL OF LEGAL EDUCATION.

HILARY HONOUR EXAMINATION, 1896.

EXAMINATION OF STUDENTS OF THE INNS OF COURT.

Held at the Middle Temple, 17*th*, 18*th*, 19*th*, *and* 20*th December*, 1895.

The COUNCIL OF LEGAL EDUCATION have awarded to

Holdsworth, William Searle, Lincoln's Inn,

A Studentship of One Hundred Guineas a Year, tenable for Three Years.

Digitized by Google

Farleigh, Edward Austin, Gray's Inn,

A Special Prize of Fifty Pounds for the best Examination in Constitutional Law (English and Colonial) and Legal History.

Certificates of Honour—

Farleigh, Edward Austin, Gray's Inn,
Quick, Arthur Stanley, Middle Temple,
Brett, Michael, Middle Temple,

Pass Certificates—

Gardiner, Frederick George, Middle Temple,
Hanna, Henry, Middle Temple,
Harcourt, Leveson William Vernon, Gray's Inn,
Ramsay, Allan Stewart, Inner Temple,
Robb, Frederick Joseph, Middle Temple,

By Order of the Council,

(Signed) MACNAGHTEN,
Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,
11th January, 1896.

COUNCIL OF LEGAL EDUCATION.

HILARY PASS EXAMINATION, 1896.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held at the Middle Temple, 17*th*, 18*th*, *and* 19*th December*, 1895.

The COUNCIL OF LEGAL EDUCATION have awarded to the following Students Certificates that they have satisfactorily passed a Public Examination :—

Ausat, Syed Ali, Lincoln's Inn,
Badhwar, Gokal Chand, Lincoln's Inn,
Barrett-Hamilton, Gerald Edwin Hamilton, Inner Temple,
Boyd, Edward Charles Percy, Inner Temple,
Burra, Henry Curteis, Inner Temple,
Buszard, Marston Frank, Inner Temple,
Callaghan, Alfred John, Inner Temple,
Cambier, Walter William, Inner Temple,
Carey, Edward, Inner Temple,
Cavander, Jas, Inner Temple,
Clennell, Walter James, Inner Temple,
Davey, Herbert, Middle Temple,
Davies, John Humphreys, Lincoln's Inn,
Dehlavi, Ali Mohomed Khan, Gray's Inn,
Dibb, Oscar Knocker, Inner Temple,
Dos Santos, Francisco Antonio Xavier, Lincoln's Inn,
Finnis, Charles Roche, Inner Temple,
Freeman, John Arthur, Inner Temple,
Freeth, Frank, Middle Temple,
Gilbert, Thomas Arthur Ingram, Lincoln's Inn,
Goodwin, Frederick Charles, Gray's Inn,
Hanna, Samuel, Gray's Inn,
Henry, Alexander, Gray's Inn,
Huda, Mohammad Qumrul, Inner Temple,
Hulton, Arthur Hyde, Inner Temple,
Isherwood, Thomas, Inner Temple,
Khan, Mohammed Hayat, Lincoln's Inn,
Mathew, Charles James, Lincoln's Inn,
Mathias, Richard, Lincoln's Inn,
McMullan, Frederick, Inner Temple,
Meerza, S. Jahandar, Lincoln's Inn,
Meggs, Edgar Ethelred, Middle Temple,
Mosley, John William Paget, Middle Temple,
Murison, James William, Middle Temple,
Nadkarni, Ramrao Ghanasham, Inner Temple,
Nath, Pandit Bhola, Middle Temple,
Payn, Frederic William, Middle Temple,
Pepys, George Digby, Inner Temple,
Pirbaksh, Mohammed, Gray's Inn,
Powell, Ernest Arthur, Middle Temple,
Ram, Anant, Lincoln's Inn,
Ram, Sant, Gray's Inn,
Rand, Egbert George, Lincoln's Inn,
Regnard, Marie Camille Joseph, Middle Temple,
Rickett, Arthur, Middle Temple,
Rustomjee, Pestonjee Hormusjee Jamsedjee, Lincoln's Inn,
Senior, William, Middle Temple,
Shway Ban, Middle Temple,
Singh, Shiva Shankar, Middle Temple,
Varma, Kunwar Cheda Singh, Lincoln's Inn,
Vesey, David Arthur Fitzgerald, Inner Temple,
Watson, David Milne, Middle Temple,
Watson, Ernest Charles, Middle Temple,
Watt, Edward James, Inner Temple,
Webb, Allan Cyprian Bourne, Lincoln's Inn,
Welby-Everard, Edward Everard Earle, Inner Temple,
Whitaker, Harold Thomas, Inner Temple,
Wrangham, Walter George, Inner Temple,

and

Yain, Lee Ah, Lincoln's Inn,

and to

Senior, William, Middle Temple,
The "J. J. Powell" Prize (Middle Temple).

Examined, 87. Passed, 59.

The following Students passed a satisfactory Examination in

Roman Law :—

Agarwala, Hardeo Sahai, Lincoln's Inn,
Amir, Syed Mohammad, Lincoln's Inn,
Amos, Percy Maurice McLardie Sheldon, Inner Temple,
Armstrong, Thomas Mandeville Emerson, Lincoln's Inn,
Arundale, George Sydney, Inner Temple,
Barker, Wilberforce Ross, Gray's Inn,
Barneby, William Theodore, Inner Temple,
Behramjee, Noshirvan Burjojee, Lincoln's Inn,
Bois, Herbert Gordon, Middle Temple,
Bros, Henry Alwyn, Inner Temple,
Caine, William, Middle Temple,
Cheeke, George Alfred Mosley, Inner Temple,
Darby, Lionel Frank Christopher, Inner Temple,
Davenport, Ralph Tichborne, Inner Temple,
Evans, Frank Foster, Middle Temple,
French, Thomas Munro, Lincoln's Inn,
Gellibrand, Walter Tice, Inner Temple,
Gibbs, John Slater, Inner Temple,
Grierson, Douglas, Inner Temple,
Hopkins, Ernest Lewis, Gray's Inn,
Ibrahim, Mohammed, Middle Temple,
Ker, William Pollock, Middle Temple,
Leach, Robert Alfred, Gray's Inn,
Macdonough, George Mark Watson, Lincoln's Inn,
Matthews, Harry De Couves, Inner Temple,
Mills, Richard Oswald, Lincoln's Inn,
Milton, Reginald Theodore Harvy, Inner Temple,
Morris, George Ernest, Inner Temple,
Norris, Henry Frederic, Inner Temple,
Pandit, Vasudeo Rambrisbua, Middle Temple,
Perry, John Frederick, Lincoln's Inn,

Digitized by Google

Raghubansi, Kunwar Udaya Vir Singha, Lincoln's Inn,
Roberts, Isaac John, Inner Temple,
Roche, Alexander Adair, Inner Temple,
Shackleford, Frank, Inner Temple,
Singh, Balwant, Lincoln's Inn,
Singh, Bawa Dhanwant, Lincoln's Inn,
Singh, Har Bhajan, Lincoln's Inn,
Snell, Ernest Hugh, Middle Temple,
St. Clair, Henry Renton, Gray's Inn,
Todhunter, Francis Gerald, Lincoln's Inn,
Turner, Ernest Edward, Inner Temple,
Wilkinson, Bernard Kevington Rodwell, Inner Temple,

and

Wood, Arthur Francis, Inner Temple,

Examined, 61. Passed, 44.

The following Students passed a satisfactory Examination in

Roman Law and Constitutional Law and Legal History:—

Addison-Smith, George, Middle Temple,
Brousson, Charles Maurice, Gray's Inn,
Coleman, Bernard Leake, Middle Temple,
Combe, Ralph Molyneux, Inner Temple,
Dantra, Rustom Sorab, Middle Temple,
Hall, John Richard Clarke, Gray's Inn,
Horton-Smith, Lionel, Lincoln's Inn,
Jackson, Thomas Chalice, Gray's Inn,
Johnston, Harold Featherstone, Lincoln's Inn,
Jones, Allen Glynne, Lincoln's Inn,
Jones, John William, Gray's Inn,
Levick, Lionel Tudway, Lincoln's Inn,
Mackinnon, Frank Douglas, Inner Temple,
Miller, Lancelot D'Eyncourt, Gray's Inn,
Powers, George Wightman, Lincoln's Inn,
Radcliffe, John Percy, Inner Temple,

and

Williams, David, Middle Temple,

Examined, 27. Passed, 17.

The following Students passed a satisfactory Examination in

Constitutional Law and Legal History:—

Anderson, James Finlay, Inner Temple,
Bell, John James, Inner Temple,
Blair, George Alexander, Middle Temple,
Brooke-Elliott, Charles, Gray's Inn,
Brown, Roland Alexis, Inner Temple,
Burton, Percy Merceron, Inner Temple,
Bury, Charles Arthur, Lincoln's Inn,
Cox, Charles Thomas, Middle Temple,
Cullerne, William Stanley Varenne, Gray's Inn,
Dutt, Jotindra Nath, Lincoln's Inn,
Ebraheem, Syed Mohamed, Middle Temple,
Egerton, Walter, Middle Temple,
Elgee, Percival Charles, Inner Temple,
Ganz, Albert William Carl Emil, Middle Temple,
Gatliff, Albert Farrar, Middle Temple,
Goetz, Charles Edward George, Inner Temple,
Griffith, Noel Ledbrook, Middle Temple,
Haddan, Arthur Francis, Inner Temple,
Hampson, Robert Hamer, Middle Temple,
Hinde, Frederick, Gray's Inn,
Hosain, Mostafa, Inner Temple,
Jessop, Thomas Harvey, Middle Temple,
Jones, Ernest Yarrow, Inner Temple,
Kajiji, Taherali Mohamedali, Lincoln's Inn,
Karim, Syed Ali, Lincoln's Inn,
Kenny, William Joseph, Gray's Inn,
Khan, Azeezur Rahman, Middle Temple,
Lawson, Robert Gerald, Inner Temple,
Layton, John Henry, Inner Temple,
Leach, Charles Henry, Gray's Inn,
Maconachie, Alexander, Gray's Inn,
Mayfield, Edwin, Middle Temple,
Naidu, Pagadala Rungiah, Gray's Inn,
Naug, Rabindro Kumar, Gray's Inn,
Nutter, Alfred Barrett, Lincoln's Inn,
Oddy, Josiah, Middle Temple,
Paterson, Robert Stanley, Middle Temple,
Reed, Haythorne, Inner Temple,
Robinson, Oswald Richard, Inner Temple,
Rogers, Walter, Inner Temple,
Rogerson, Thomas Cooper, Inner Temple,
Rostron, Laurence William Simpson, Inner Temple,
Salvage, John Valentine, Inner Temple,
Seely, John Edward Bernard, Inner Temple,
Seligman, Walter Leopold, Inner Temple,
Shamsuddin, Sheikh, Lincoln's Inn,
Shroff, Dhirojlal Panachand, Middle Temple,
Skinner, Albert Edward, Lincoln's Inn,
Sorabji, Richard Kaikhusroo, Lincoln's Inn,
Swaby, Robert, Gray's Inn,
Terry, George Percy Warner, Middle Temple,
Thomas, Frederick William, Middle Temple,
Turner, Herbert, Inner Temple,
Walter, Gerald Philbrick, Middle Temple,
Whyte, Alexander, Middle Temple,
Willis, Archibald Alfred, Lincoln's Inn,

and

Willis, Francis Henry, Inner Temple.

Examined, 68. Passed, 57.

By Order of the Council,

(Signed) MACNAGHTEN,
Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,
11th January, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Edgar Christmas Harvie, Pering Castle Smith, and Henry Allan Roughton May (Minet, Harvie, Smith & May), Solicitors, 4, King William Street, E.C., by mutual consent as to the said Pering Castle Smith. The said Edgar Christmas Harvie and Henry Allan Roughton May will continue to carry on business at 4, King William Street, under the firm of Minet, Harvie & May. The said Pering Castle Smith will in future carry on business at 81, Cannon Street, E.C., under the style of Minet, Pering Smith & Co., Jan. 10, 1896.

John Booth Lazenby and Alfred Appleby (Lazenby & Appleby), Solicitors, St Nicholas Chambers, Amen Corner, Newcastle-on-Tyne, by mutual consent as from Dec. 31, 1895.

Francis Fenwick Pearson and Alexander Gradwell Bagot Pearson (Pearson & Pearson), Solicitors, Kirkby Lonsdale, Westmorland, by mutual consent as from Dec. 31, 1895. The business will be carried on by Alexander Gradwell Bagot Pearson alone under the same style.

James Douglas Tetley and Horatio Francis Alexander Hoskins (Tetley & Hoskins), Parliamentary Agents and Solicitors, 16, Parliament Street, Westminster, as from Jan. 1, by mutual consent.

Robert Tunnicliffe and William Edward Rigby (Tunnicliffe & Rigby), Solicitors, 14, Water Street, Liverpool, by effluxion of time, Dec. 31, 1895.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published early in January.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents and Forms of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, and other Proceedings. By ANDREW THOMSON, Esq., B.A., LL.D. (Lond.), of the Inner Temple, Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"The very small compass in which Mr. Strickland has indicated the whole subject-matter of the Acts renders it of the greatest use."—*Weekly Register.*

"This is a useful publication."—*Irish Law Times.*

"Shows at a glance the present condition of the Statute book."—*Manchester Guardian.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Exterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister-at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

JUST READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different heading of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*).

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Jan. 27	Mr. Carrington	Mr. Pugh	Mr. Ward	Mr. Jackson	Mr. Godfrey	Mr. Rolt	Monday, Jan. 27
Tuesday „ 28	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Tuesday „ 28
Wednesday „ 29	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Wednesday „ 29
Thursday „ 30	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Thursday „ 30
Friday „ 31	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Friday „ 31
Saturday, Feb. 1	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Saturday, Feb. 1

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

COUNCIL OF LEGAL EDUCATION.

EASTER PASS EXAMINATION, 1896.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of Students is requested to the following Rules:—

No Student shall receive from the Council the Certificate of Fitness for Call to the Bar required by the four Inns of Court unless he shall have passed a satisfactory Examination as follows:—

Candidates will be examined in the following subjects, in addition to Roman Law—

I. Law of Real and Personal Property.
II. Law of Contracts and Torts.
III. Principles of Equity.
IV. Evidence, Procedure, and Criminal Law.
V. Constitutional Law and Legal History.

Students have the option of passing the Examination in the subject of Roman Law, and in the subject of Constitutional Law and Legal History, or in either of such subjects separately from other subjects.

Students who present themselves for examination and whose papers show that they had no reasonable expectation of passing may be ordered not to be admitted for examination again until the expiration of such time as the Council may direct.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law;

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in *March* next, to which a Student of any of the Inns of Court who is desirous of becoming a Candidate for a Certificate of Fitness for being called to the Bar, or of passing the Examination in Roman Law (and or) Constitutional Law and Legal History, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 16th day of March* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in Roman Law (and or) Constitutional Law and Legal History under the above-stated Rule.

The Examination will commence on *Tuesday, the 24th day of March* next, and will be continued on the *Wednesday* and *Thursday* following.

It will take place in the Inner Temple Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

Tuesday Morning, 24th March, at Ten, on the Law of Real and Personal Property and Conveyancing.

Tuesday Afternoon, 24th March, at Two, on Law and Equity, first paper.

Wednesday Morning, 25th March, at Ten, on Law and Equity, second paper.

Wednesday Afternoon, 25th March, at Two, on Evidence, Procedure, and Criminal Law.

Thursday Morning, 26th March, at Ten, on Roman Law.

Thursday Afternoon, 26th March, at Two, on Constitutional Law and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in the LAW of REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Mortgages.
Settlements and Wills.

Digitized by Google

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

SECOND PAPER.

Trusts.
Specific Performance.
Administration of Assets on Death.
Partnership and Winding up of Companies.

The EXAMINERS in ROMAN LAW will examine in the following subjects:—

I. Law of Persons—Slavery; *Patria Potestas;* Husband and Wife; *Tutela; Cura.*
II. Law of Property—*Dominium; Possessio;* Servitudes, personal and prædial; *Emphyteusis;* Mortgage.
III. Law of Contract—Formal Contracts; Contracts *re;* Contracts for valuable consideration in money; Correality; Accessory Contracts; *Fidejussio; Mandatum; Pecunia Constituta;* Elements common to all Contracts.
IV. Delicts.
V. Wills, Legacies, and Trusts.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. The Constitutional History of England.

The EXAMINERS in EVIDENCE, PROCEDURE, CIVIL and CRIMINAL, and CRIMINAL LAW will examine in the following subjects:—

The Elements of Procedure, Civil and Criminal.
The Elements of Evidence.
Criminal Law.

The above subjects will be examined upon so far only as treated in the Lectures and Classes since Easter Term, 1894.

NOTE.—The Trinity Pass Examination will be held in Lincoln's Inn Hall, 18th, 19th, and 20th May.

Last day for entry of names, Monday, 11th May.

MACNAGHTEN,
Chairman of Council of Legal Education.

J. C. MATHEW,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
11th January, 1896.

COUNCIL OF LEGAL EDUCATION.

TRINITY HONOUR EXAMINATION, 1896.

EXAMINATION OF CANDIDATES FOR STUDENTSHIP AND HONOURS.

The attention of Students is requested to the following Rules:—

Two Studentships of One Hundred Guineas per annum each, tenable for three years, shall in each year be given to the Students who shall pass the best Examination on the whole in all the subjects mentioned in Clause 28 of the Consolidated Regulations. But the Council shall not be obliged to recommend any Studentship to be awarded if the result of the Examination be such as, in their opinion, not to justify such recommendation. Where any Candidates appear to be equal, or nearly equal, in merit, the Council may, if they think fit, divide the Studentship between them equally or in such proportions as they consider just.

No Student shall be eligible for a Studentship who is over twenty-five years of age on the first day of the Examination for which he enters.

Only Members of an Inn not called to the Bar shall compete for a Studentship, or Honours.

There shall be two Honour Examinations in each year, at each of which one Studentship and Certificates of Honour, enabling the holders to be called to the Bar without further Examination, may be awarded.

At every call to the Bar those Students who have obtained Studentships shall take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour shall take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court, to which the holder of any Studentship or of a Certificate of Honour belongs, may, if desired, dispense with any Terms not exceeding two that may remain to be kept by such Student previously to his being called to the Bar.

The Council may also award to the Student who, being a Candidate for Honours, and not having obtained the Studentship, shall (amongst the other Candidates) have passed the best Examination in Constitutional Law (English and Colonial) and Legal History, a special prize of Fifty Pounds. Provided that the Council shall not be obliged to award the prize if the result of the Examination in that subject or the other subjects has not been such as, in their opinion, to justify the Award.

An Examination will be held in *May* next, to which a Student of any of the Inns of Court, who is desirous of becoming a Candidate for a Studentship or Honours, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name, *in full,* personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before Monday, the *11th day of May* next, and he will further be required to state in writing whether his object in offering himself for Examination is to compete for a Studentship or Certificate of Honour, and (if a Candidate for a Studentship) to produce evidence as to his age.

The Examination will take place in Lincoln's Inn Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination will commence on *Monday, the 18th day of May* next, and will be continued on the Tuesday, Wednesday, and Thursday following.

The Examination by Printed Questions will be conducted in the following Order:—

Monday Morning, 18th May, at Ten, on the Law of Real and Personal Property and Conveyancing.

Monday Afternoon, 18th May, at Two, on Law and Equity, first paper.

Tuesday Morning, 19th May, at Ten, on Law and Equity, second paper.

Tuesday Afternoon, 19th May, at Two, on Evidence, Procedure, Civil and Criminal, and Criminal Law.

Wednesday Morning, 20th May, at Ten, on Roman Law, Jurisprudence, and International Law.

Wednesday Afternoon, 20th May, at Two, and *Thursday Morning, 21st May,* at Ten, on Constitutional Law (English and Colonial) and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

Digitized by Google

The EXAMINER in the LAW of REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Mortgages.
Settlements and Wills.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

SECOND PAPER.

Principles of Equity.
Trusts.
Administration of Assets on Death.
Specific Performance.
Partnership and Winding-up of Companies.

The EXAMINER in EVIDENCE, PROCEDURE, CIVIL and CRIMINAL, and CRIMINAL LAW will examine in the Subjects discussed at the Lectures and Classes since the commencement of Hilary Term, 1894.

The EXAMINER in ROMAN LAW and JURISPRUDENCE, &c., will examine in all the following subjects:—

I. Institutes of Justinian. Special Topics:—Possessio, Law of Sale, History of Roman Law.
II. Jurisprudence, Analytical and Historical, with special reference to the writings of Austin and Maine.
III. Elements of International Law (Public and Private).

The EXAMINER in CONSTITUTIONAL LAW (ENGLISH and COLONIAL) and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. Constitutional History.

Text-books which may be referred to:—

I. Constitutional Law: Dicey's Law of the Constitution, Anson's Law and Custom of the Constitution, Broom's Constitutional Law, May's Law and Practice of Parliament, Bagehot's English Constitution, and Hearn's Government of England.
II. Legal History: Parts of Blackstone, Spence, Stephen's History of the Criminal Law, Maitland's Introductions to Vols. I. and II. of Seldon Society's Publications.
III. Constitutional History: Stubbs, Hallam, Gardiner, May, Taswell Langmead.

The above Subjects will be examined upon so far only as treated in the Lectures and Classes since 11th January, 1894.

MACNAGHTEN,
Chairman of Council of Legal Education.

J. C. MATHEW,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
January, 1896.

COUNCIL OF LEGAL EDUCATION, LINCOLN'S INN HALL.

THE BARSTOW SCHOLARSHIPS,

Founded under the Will of Mrs. Mary Barstow, deceased.

EXAMINATION FOR TRINITY TERM,
To be held 21st and 22nd May, 1896.

Open for Competition to all Students being examined for a Call to the Bar, under the Consolidated Regulations of the four Inns of Court.

Students intending to compete for the Scholarship, which may be awarded by the Council at this Examination, are requested to give in their names to the Clerk of the Council on or before Monday, the 11th day of May next.

The Scholarship will be tenable for two years, and its holder will be entitled to half the Income produced during that period by the Scholarships Trust Fund, which now consists of 4718*l.* 4*s.* 4*d.* Consols.

The Scholarship will be awarded to the Student who, on obtaining a Certificate for his Call to the Bar at the Trinity Examination, to be held 18th, 19th, 20th and 21st May, shall have passed best in Jurisprudence (including International Law, Public and Private), and in Constitutional Law and Legal History: provided that the Council shall not be obliged to make any award if the result of the Examination has not been such as in their opinion will justify the same.

The Examination will be conducted as follows:—

Thursday Afternoon, 21st May, at Two, on Jurisprudence (including International Law, Public and Private).

Friday Morning, 22nd May, at Ten, on Constitutional Law and Legal History.

By Order of the Council,

MACNAGHTEN,
Chairman.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
January, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Charles Robert Hancock and Walter Strachan (Bevan, Hancock, Strachan & Co.), Solicitors, Bristol, by mutual consent as from Dec. 31, 1895. The said business will in future be carried on by Charles Robert Hancock and John Nichols under the style of Bevan, Hancock & Nichols.

Walter Sidney Livesay, Augustus Charles Woolley, and Frederick John Bevis (Livesay, Woolley & Bevis), Solicitors, Brighton, dissolved by the retirement from practice of Walter Sidney Livesay as from Dec. 31, 1895. The said Augustus Charles Woolley and Frederick John Bevis will continue the said business under the style of A. C. Woolley & Bevis.

Samuel Tilley and Samuel Yardley Tilley (Tilley & Son), Solicitors, 56, High Road, Kilburn, and 25, Bedford Row, by mutual consent as from Jan. 7.

Hadden Woodward, Llewellyn Wynn McLeod, and Reginald Herbert Blyth (Hadden Woodward, McLeod & Blyth), Solicitors, 6, New Square, Lincoln's Inn, as from Jan. 13, by mutual consent. The said Hadden Woodward and Llewellyn Wynn McLeod will in future carry on business under the style of Hadden Woodward & McLeod.

APPOINTMENTS.

Thomas Henry Bolton, Esq., Solicitor, has been appointed a Taxing Master in the Chancery Division, High Court of Justice.

James Charles Whitehorne, Esq., Q.C., has been appointed Judge of County Court, Circuit No. 21, in the place of Judge Chalmers.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published in a few days.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents of Pleadings, Affidavits, Judgments, &c. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNNINGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"The very small compass in which Mr. Strickland has indicated the whole subject-matter of the Acts renders it of the greatest use."—*Weekly Register.*

"This is a useful publication."—*Irish Law Times.*

"Shows at a glance the present condition of the Statute book."—*Manchester Guardian*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Second Edition, thoroughly revised. Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition because he has thus been afforded an opportunity of availing himself of the suggestions of his friends and the criticism of his reviewers by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new edition is up to date, and is altered to include the legislation of last session."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Feb. 3	Mr. Pugh	Mr. Leach	Mr. Clowes	Mr. Lavie	Mr. Farmer	Mr. Pemberton	Monday, Feb. 3
Tuesday „ 4	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Tuesday „ 4
Wednesday „ 5	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Wednesday „ 5
Thursday „ 6	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Thursday „ 6
Friday „ 7	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Friday „ 7
Saturday „ 8	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Saturday „ 8

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

INNS OF COURT.

CALLS TO THE BAR.

HILARY TERM, 1896.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

William Searle Holdsworth (Barstow Law Scholarship, 1895, and Studentship C. L. E., Hilary Term, 1896), B.A., New College, Oxford; Percy Tindal-Robertson, New College, Oxford; Abdullah Khan Bahadur Yusuf-Ali, B.A., LL.B., St. John's College, Cambridge; Charles William Vickers, St. John's College, Oxford; Pestonjee Hormusjee Jamsetjee Rustomjee, St. John's College, Cambridge; John Humphreys Davies, Lincoln College, Oxford; Allan Cyprian Bourne Webb, Oriel College, Oxford; Chhaganlal Haridas Vora, University of London; William Seton Smith, B.A., New College, Oxford.

INNER TEMPLE.

Oscar Knocker Dibb, Cambridge; Alfred Bonnin, B.A., Oxford; Patrick Francis Hunter, B.A., Oxford; Henry Eugene Walter Grant; Thomas Isherwood, M.A., LL.D., Dublin; Alfred John Callaghan, LL.D., Dublin; Ramras Ghanasham Nadkarni, Bombay; Syed Qumrul Huda, Cambridge; Philip Lindsay Buckland, B.A., Oxford; Arthur Frederick Clarence Weber, Oxford; Walter William Cambier, B.A., LL.B., Cambridge; Bruce Lyttelton Richmond, B.A., Oxford; Gerald Edwin Hamilton Barrett-Hamilton, B.A., Cambridge; George Richard Lane-Fox, B.A., Oxford; John Arthur Freeman, B.A., Cambridge; and David Henry Crompton.

MIDDLE TEMPLE.

Arthur Stanley Quick, Certificate of Honour, Council of Legal Education; John Campbell, London University, Certificate of Honour, Council of Legal Education, Campbell Foster prizeman; Mowbray Stephen Rorke; Shah Mohammad Khan Rahman; Reginald Haes Martin, B.A., Lincoln College, Oxford; Harold William Hensman, LL.B., London University, Honours in Jurisprudence and Roman Law; Marie Camille Joseph Regnard; Gilchrist Gibb Alexander, M.A., Eglinton Fellow of Glasgow University; Arthur Rickett, B.A., LL.B., Honours Christ's College, Cambridge; Halford Wotton Hewitt, B.A., Cambridge University; Arthur Fitzgerald Bowen, B.A., Durham University; Jehangir Rustomjee Vakharia, Bombay University; Thomas Joseph Strangman, B.A., LL.B., Trinity Hall, Cambridge; Ah-Doe; Ernest Arthur Powell, B.A., Trinity Hall, Cambridge; Frank Owen O'Neill; Christopher Clarke Hutchinson, Justice of the Peace, county of Essex; Howard Villiers Smith; Chaw-Hla; Herbert Boshof Papenfus.

GRAY'S INN.

Alexander Henry, Sant Ram, Ali Mohomed Khan Dehlavi, Alfred Nicol Henderson (clerk to the Guardians of the Wandsworth and Clapham Union), Jehanghir Pestonji (member of the University of Bombay), and Evelyn Edward Lowther Fawcett.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Wednesday, the 22nd day of January, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice NORTH (1896—M.—No. 56).

In the Matter of The Mersey Rubber Company, Limited.

Between John Dunn and Another (Plaintiff), and The Mersey Rubber Company, Limited and Others (Defendants).

HALSBURY, *C.*

ORDER OF COURT.

Monday, the 27th day of January, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice STIRLING (1895—S.—No. 2320).

Between Sir John Strachey (on behalf of himself and all other holders of the first Mortgage Debentures, and on behalf of himself and all other the holders of the second Mortgage Debentures of the Currie Schools, Limited, Plaintiff), and The Currie Schools, Limited (Defendant).

HALSBURY, *C.*

Digitized by Google

INCORPORATED LAW SOCIETY.

EXAMINATIONS IN THE YEAR 1895.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

SCOTT SCHOLARSHIP.

Charles Arthur Buckley being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by Mr. John Scott, of Lincoln's Inn Fields.

Mr. Buckley served his Clerkship with Mr. Samuel Learoyd, of Huddersfield, and obtained the Prize of the Honourable Society of Clement's Inn and the Daniel Reardon Prize at the Honours Examination held in April, 1895.

BRODERIP PRIZE.

Charles Arthur Buckley being first in order of merit, and having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory Examination, and attained honorary distinction, the Council have also awarded to him the Prize, consisting of a Gold Medal, founded by Mr. Francis Broderip, of Lincoln's Inn.

LOCAL PRIZES.

TIMPRON MARTIN PRIZE FOR CANDIDATES FROM LIVERPOOL.

William Jackson, B.A., from among the candidates from Liverpool, having passed the best Examination, and attained honorary distinction, the Council have awarded to him the Prize, consisting of a Gold Medal, founded by Mr. Timpron Martin, of Liverpool.

Mr. Jackson served his Clerkship with Messrs. Batesons, Warr & Wimshurst, of Liverpool, and obtained a Third Class Certificate at the Honours Examination held in June, 1895.

ATKINSON PRIZE FOR CANDIDATES FROM LIVERPOOL OR PRESTON.

William Jackson, B.A., from among the candidates from Liverpool or Preston, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory Examination, and attained honorary distinction, the Council have also awarded to him the Prize, consisting of a Gold Medal, founded by Mr. John Atkinson, of Liverpool.

BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.

The Examiners reported that there was no one qualified to take t his Prize.

BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

Florance Anthony Bainbridge being first in order of merit among the candidates who are Articled to Members of the Birmingham Law Society, and attained honorary distinction, the Council have awarded to him the Bronze Medal of the Birmingham Law Society.

Mr. Bainbridge served his Clerkship with Mr. Charles Gabriel Beale, of Birmingham, and Mr. James Samuel Beale, of London, and obtained a Second Class Certificate at the Honours Examination held in April, 1895.

STEPHEN HEELIS PRIZE FOR CANDIDATES FROM MANCHESTER OR SALFORD.

Cyril Atkinson, from among the Candidates from Manchester or Salford, having passed the best Examination, and attained honorary distinction, the Council have awarded to him the Prize, consisting of a Gold Medal, founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Atkinson served his Clerkship with Messrs. Atkinson, Saunders & Co., of Manchester, and was placed Fourth in the First Class at the Honours Examination, April, 1895.

THE MELLERSH PRIZE.

Cecil Vinall, from among candidates who have been articled in the Counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those Counties, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the Prize founded by the late Mr. Robert Edmund Mellersh, of Godalming.

Mr. Vinall served his Clerkship with Mr. Isaac Vinall, of Lewes, and obtained a Third Class Certificate at the Honours Examination held in November, 1895.

On Report of the Examination Committee, and

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL,
CHANCERY LANE, LONDON.
24th January, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Thomas Henry Bolton and John Hurden Mote (Bolton & Mote), Solicitors, 11, Gray's Inn Square, by mutual consent. Jan. 16.

Alfred James Reed and Howard Kossuth Bloomer (Reed & Bloomer), Solicitors, 6, Flottergate, Great Grimsby, by mutual consent as from Dec. 31, 1895.

APPOINTMENTS.

Jan. 23. The Queen has been pleased to give directions for the appointment of Sir Fielding Clarke (Chief Justice of Hong Kong) to be the Chief Justice of Jamaica.

Jan. 23. The Queen has been pleased to give directions for the appointment of John Worrell Carrington, Esq., D.C.L., C.M.G. (Attorney-General of British Guiana), to be Chief Justice of the Supreme Court of the Colony of Hong Kong.

Jan. 23. The Queen has been pleased to give directions for the appointment of Henry Alleyne Bovell, Esq. (Attorney-General of Barbados), to be Attorney-General of the Colony of British Guiana.

Samuel Lewis, Esq., C.M.G., Barrister-at-Law, Unofficial Member of the Legislative Council of the Colony of Sierra Leone, and First Mayor of the City of Freetown, has received the honour of Knighthood.

William James Smith, Esq., Chief Justice of the Supreme Court of the Island of Cyprus, has received the honour of Knighthood.

Henry Pering Pellew Crease, Esq., has received the honour of Knighthood on his retirement from the Bench of the Supreme Court of British Columbia, in the Dominion of Canada.

Charles Frederick Farran, Esq., Chief Justice of the High Court of Judicature, Bombay, has received the honour of Knighthood.

Lyttleton Holyoake Bayley, Esq., late Puisne Judge of the High Court, Bombay, has received the honour of Knighthood.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published in a few days.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents of Pleadings, Affidavits, Judgments, &c. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules' Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Exterritoriality," "Principles of the Law of Torts," &c.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"This is a useful publication."—*Irish Law Times.*

"Shows at a glance the present condition of the Statute book."—*Manchester Guardian.*

New ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

JUST READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT.

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House).

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

HOUSE OF LORDS.—SESSION 1896.—No. 1.

List, as far as possible, of EFFECTIVE *Causes only.*

CAUSES STANDING FOR HEARING.

Pledge *v.* White and Others (in part heard)	England.
Craig *v.* Midland Coal, Coke, and Iron Company, Limited, and Others (in part heard)	England.
Ogston *v.* Stewart (in part heard)	Scotland.
Johnstone and Others *v.* Haviland and Others	Scotland.
Overseers of the Savoy and Another *v.* Art Union of London	England.
Reddaway and Others *v.* Banham and Others	England.
Plunkett (Pauper) *v.* Dublin, Wicklow, and Wexford Railway Company	Ireland.
Liddell *v.* Liddell and Another	England.
Holme and King *v.* Mayor, &c., of Stockport	England.
Deeley and Others *v.* Perkes	England.
Barnes, Ex parte	England.
Hood Barrs *v.* Heriot	England.
Cory Brothers and Co., Limited *v.* The Turkish Steamship "Mecca"	England.
Guardians of the Poor of West Ham Union *v.* Churchwardens, &c., of St. Matthew, Bethnal Green	England.
Mayor, &c., of Manchester *v.* McAdam	England.
Earl of Mountcashell *v.* More-Smyth	Ireland.
Grainger and Son *v.* Gough	England.
Hulbert and Crowe *v.* Cathcart	England.
Houlder Brothers and Company and Others *v.* Queensland Meat Export and Agency Company, Limited	England.

CAUSES STANDING FOR JUDGMENT.

Scholfield *v.* Earl of Londesborough	Lord Chancellor. Lord Watson. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Allen *v.* Flood and Another	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.

LIST OF BUSINESS
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

FEBRUARY AND *MARCH*, 1896.

(*The Sittings will commence at half-past ten a.m., on Tuesday, the* 11*th February.*)

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Jogeswar Narain Deo *v.* Ram Chand Dutt and Others	Bengal	27 May 1895	10 Dec. 1895	Construction of Will—Nature of interest taken thereunder by a Hindu widow in a share of a zemindari.	*A.* .	Freshfields & Williams.
					R. .	J. F. Watkins.
Sri Raja Papamma Rao *v.* Sri Vira Pratapa Korkonda H. V. Ramachandra Razu and Another	Madras	8 Oct. 1894	6 Jan. 1896	Question whether on the true construction of a Decree the Mortgagor's equity of redemption was extinguished.	*A.* .	Burton, Yeates & Hart.
					—	*Ex parte.*
Baijnath Sahai *v.* Ramgut Singh and Others	Bengal	3 Jan. 1893	20 Jan. 1896	Alleged invalidity of a Collector's sale for arrears of road-cess by reason of material irregularity—Limitation.	*A.* .	T. L. Wilson & Co.
					R. .	J. F. Watkins.
Maheshar Bakhsh Singh *v.* Ratan Singh and Others	Oudh	13 Feb. 1895	20 Jan. 1896	Question whether a mortgage executed by a widow is binding on the reversioners—Legal necessity.	*A.* .	J. F. Watkins.
					R. .	Barrow & Rogers.
Bhaiya Ardawan Singh *v.* Raja Udey Partab A. D. Singh	Oudh	20 Feb. 1895	27 Jan. 1896	Question whether Appellant is entitled to certain proprietary rights in two villages as against his Taluqdar, the Respondent—Effect of an award.	*A.* .	Barrow & Rogers.
					R. .	J. F. Watkins.

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
E. O. Muthuswami Mudaliyar and Others v. Sunambedu Muthukumaraswami Mudaliyar	Madras	2 April 1895	23 Oct. 1895	Heirship as between certain Bandhus — Mitakshara Law.	A.	Pemberton, Garth & Cope.
					R.	Lawford, Waterhouse & Lawford.
Caspersz (Receiver to the Estate of the Bhukoilas Ghosal family) v. Kishori Lal Roy Chowdhry and Others	Bengal	15 May 1893	4 Feb. 1896	Proprietary rights over forest estates—who were the parties liable for felling and removing timber.	A.	T. L. Wilson & Co.
					R.	Neish, Howell & Macfarlane.
Toolsey Persaud Bhuckt v. Benayek Misser	Bengal	8 Oct. 1894	5 Feb. 1896	Validity of certain mortgages—alleged undue influence—questions of minority and ratification.	A.	T. L. Wilson & Co.
					R.	Wrentmore & Swinhoe.
Raja Muhammad Mumtaz Ali Khan v. Sheorattanjir and Another	Oudh	5 Mar. 1894	5 Feb. 1896	Claim by Appellant to possession of a village—Validity of a Decree of the Settlement Court under which the Respondents claim sub-proprietary rights.	A.	T. L. Wilson & Co.
					R.	Walker & Rowe.

COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Ogilvie v. West Australian Mortgage and Agency Corporation, Limited	Western Australia	18 July 1894	13 Dec. 1895	Banker and customer—payment of forged cheques—whether Appellant estopped by his acts from recovering against the Respondents.	A.	Sharpe, Parker, Pritchards & Barham.
					R.	Markby, Stewart & Co.
Owners of SS. "Cyphrenes" v. SS. "La Flandre"	Newfoundland	27 Mar. 1895	2 Jan. 1896	Collision	A.	Rowcliffes, Rawle & Co.
					R.	Stokes & Stokes.
King v. The Victoria Insurance Company, Limited	Queensland	23 Nov. 1895	7 Jan. 1896	Policy of insurance—Whether certain damage was within the risks covered thereby—Competency of Respondents to sue in their own name—Assignment of a chose in action—Judicature Act, 1873, sec. 25 (6).	A.	Freshfields & Williams.
					R.	Phelps, Sedgwick & Biddle.
Attorney-General for New South Wales v. Rennie	New South Wales	2 Nov. 1895	22 Jan. 1896	Payment of members of the Legislative Assembly—Whether the Parliamentary Representatives' Allowance Act, 1889, is a permanent or a temporary Act.	A.	Bell, Brodrick & Gray.
					R.	G. M. Light.
Hiddle and Another v. The National Fire and Marine Insurance Company of New Zealand	New South Wales	23 Sept. 1895	3 Feb. 1896	Claim under a Fire Policy—Whether an account delivered by Appellants to Respondents satisfied the conditions of the policy.	A.	Snow, Snow & Fox.
					R.	Bell, Brodrick & Gray.

ECCLESIASTICAL APPEAL.

Cause.	Whence.	Set down for Hearing.	Subject	Solicitors.	
A Beneficed Clerk v. Lee	Consistory Court of the Diocese of London.	23 Jan. 1896	Jurisdiction of the Consistory Court under the Clergy Discipline Act, 1892.	A.	W. Carpenter & Son
				R.	Houseman & Co.

Digitized by Google

PATENT CASES.

Matter.	Petition Lodged.	Subject.	Solicitors.	
Rowan's Patent . . . . . (*Improvements in riveting and drilling apparatus*).	2 Sept. 1895	Prolongation of Patent dated 20th February, 1882, No. 815.	*Pet.* —	Faithfull & Owen. —
Dolbear's Patent . . . . . (*Improvements in electrical cables*).	19 Sept. 1895	Prolongation of Patent dated 21st March, 1882, No. 1368.	*Pet.* *Opp.*	Norris, Allens & Chapman. Waterhouse, Winterbotham, Harrison & Harper. Wilson, Bristows & Carpmael.

SPECIAL REFERENCE.

Subject.	Petitions Lodged.	Solicitors.	
Petitions of The Mercers' Company and of The Governing Body of St. Paul's School, London, against a Scheme framed by the Charity Commissioners in relation to St. Paul's School under the Endowed Schools Acts.	29 Nov. 1894	*Pet.* *Opp.*	Freshfields & Williams. Farrer & Co.

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Fielding and Others. . . *v.* Thomas . . . . . (*Heard* 26 *July* 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, Macnaghten, Morris, and Davey, and Sir Richard Couch.*)	Nova Scotia . . .	26 Sept. 1894	2 Mar. 1895	Legality of the arrest and committal to gaol of the Respondent, by order of the House of Assembly of Nova Scotia, for contempt alleged to have been committed by him in the face of the House, he being one of its members.	*A.* . *R.* .	Hill, Son & Rickards. Paines, Blyth & Huxtable.
Reynolds and Another . . *v.* The Attorney-General for Nova Scotia and Others . (*Heard* 30 *July* 1895. *Present: Lords Watson, Morris, and Davey, and Sir Richard Couch.*)	Nova Scotia. . .	29 Jan. 1895	4 June 1895	Whether a certain coal-mining area was vacant at the date of an application by one of the Respondents for a lease thereof — Revised Statutes of Nova Scotia, chapter 7, and Act 23 of 1889 amending the same.	*A.* . *R.* .	Andrews & Andrews. Bompas, Bischoff, Dodgson & Co.
The Attorney-General of Ontario. . . . . *v.* The Attorney-General of the Dominion of Canada and the Distillers' and Brewers' Association of Ontario. . . . . (*Heard* 7 *August* 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, and Davey, and Sir Richard Couch.*)	Supreme Court of Canada.	18 May 1895	2 July 1895	Power of the Provincial Legislatures to make Prohibitory Liquor Laws.	*A.* . *R.* .	Freshfields & Williams. Bompas, Bischoff, Dodgson & Co. Linklater, Hackwood, Addison & Brown.

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Norendra Nath Sirear and Another . . . . . v. Kamalbasini Dasi . . . (*Heard* 12 *November* 1895. *Present: Lords Macnaghten, and Morris, and Sir Richard Couch.*)	Bengal	25 June 1894	3 Oct. 1895	Construction of Will—Whether a bequest of property to three sons conferred upon each an absolute title, or whether the share of each on his death without male issue passed to the surviving sons—Effect of an arrangement between the mother of the two minor sons and the widow of the eldest—Indian Succession Act of 1865, sec. 111.	*A.* .	T. L. Wilson & Co.
					B. .	Barrow & Rogers.
Hurri Bhusan Mookerji . v. Upendra Lal Mookerji and Others . . . . . (*Heard* 13 *November* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	Bengal	3 July 1893	17 Oct. 1895	Whether authority was given by a husband to his wife to adopt a son—Genuineness of an Anumati Patra—Limitation.	*A.* .	Barrow & Rogers.
					B. .	T. L. Wilson & Co.
Morris (Official Liquidator of the Bonang Gold Mining Company Limited) . v. Brown . . . . . (*Heard* 15 *November* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	New South Wales .	18 Dec. 1894	8 June 1895	Liability of the Respondent to be placed on the List of Contributories in the winding-up of the Bonang Company. Definition of "contract" in section 57 of the New South Wales Companies Act, 37 Vict. No. 19.	*A.* .	Lumley & Lumley.
					—	*Ex parte.*
Cochrane . . . . . v. Macnish and Son . . . (*Heard* 23 *November* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	Jamaica	20 Apr. 1895	15 Nov. 1895	Trade Mark Case . . .	*A.* .	C. Urquhart Fisher.
					R. .	Tippetts & Son.
The Council of the Municipality of Brisbane and Others . . . . . v. Clark and Fauset and Another . . . . . (*Heard* 5 *December* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	Queensland . . .	[illegible] 95	18 Nov. 1895	Claim by Respondents to recover moneys alleged to be due on a contract—Whether contract rescinded and a new agreement substituted—Queensland Local Government Act, 1878.	*A.* .	Anderson & Sons.
					R. .	Flower, Nussey & Fellowes.
Chadwick. . . . . v. The Executors of Manning (*Heard* 6 *December* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	New South Wales .	10 Apr. 1895	21 Nov. 1895	Whether an agreement for indemnity has been discharged.	*A.* .	Bell, Brodrick & Gray.
					R. .	Burch, Whitehead & Davidsons.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Charles William Haigh and Henry Walter Nicholson (Haigh & Nicholson), Solicitors, Newark-on-Trent, Nottingham, by mutual consent. The said Henry Walter Nicholson will carry on the said business alone. Jan. 29.

APPOINTMENTS.

Jan. 30. The Queen has been pleased to give directions for the appointment of Henry Rawlins Pipon Schooles, Esq. (Attorney General of Grenada), to be Attorney-General of Jamaica.

John Smalman Smith, Esq., late Chief Justice of the Colony of Lagos has received the honour of Knighthood.

His Honour Judge Marten, Q.C., has been appointed Chairman of the Board of Studies of the Council of Legal Education in succession to the Hon. Mr. Justice Mathew.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.			APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.		
Monday,	Feb.	10	Mr. Leach	Mr. Rolt	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Jackson	Monday,	Feb.	10
Tuesday	,,	11	,, Godfrey	,, Farmer	,, Lavie	,, Pugh	,, Pemberton	,, Clowes	Tuesday	,,	11
Wednesday	,,	12	,, Leach	,, Rolt	,, Carrington	,, Beal	,, Ward	,, Jackson	Wednesday	,,	12
Thursday	,,	13	,, Godfrey	,, Farmer	,, Lavie	,, Pugh	,, Pemberton	,, Clowes	Thursday	,,	13
Friday	,,	14	,, Leach	,, Rolt	,, Carrington	,, Beal	,, Ward	,, Jackson	Friday	,,	14
Saturday	,,	15	,, Godfrey	,, Farmer	,, Lavie	,, Pugh	,, Pemberton	,, Clowes	Saturday	,,	15

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

THE LATE DR. RUDOLPH VON GNEIST.

JUST READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** ***Library Edition, 2 vols., 8vo., 32s.***

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published in a few days.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents of Pleadings, Affidavits, Judgments, &c. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE. — With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"This is a useful publication."—*Irish Law Times.*

"Shows at a glance the present condition of the Statute book."—*Manchester Guardian.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 26s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister-at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Feb. 17	Mr. Rolt	Mr. Pemberton	Mr. Pugh	Mr. Godfrey	Mr. Clowes	Mr. Lavie	Monday, Feb. 17
Tuesday „ 18	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Tuesday „ 18
Wednesday „ 19	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Wednesday „ 19
Thursday „ 20	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Thursday „ 20
Friday „ 21	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Friday „ 21
Saturday „ 22	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Saturday „ 22

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

ORDER OF COURT.

Wednesday, the 5th day of February, 1896.

WHEREAS, by the Order dated the 26th day of March, 1892, it was ordered that on and after the 6th day of May, 1892, the jurisdiction of the High Court under the Companies (Winding Up) Act, 1890, should until further order be exercised by the Honorable Mr. Justice VAUGHAN WILLIAMS (sitting and acting for the purpose of the exercise of such jurisdiction as an Additional Judge of the Chancery Division), and that the said Judge should on and after the day aforesaid and until further order, be the Judge of the High Court assigned for the purpose of the exercise of that jurisdiction, pursuant to the Companies (Winding Up) Act, 1890. And, Whereas certain Actions brought against Companies, the Winding Up of which is proceeding before the said Judge have by subsequent Orders been transferred and assigned to the said Mr. Justice VAUGHAN WILLIAMS as such Additional Judge of the Chancery Division. And, Whereas it is desirable that provision should be made for the exercise of such jurisdiction and dealing with such Actions as aforesaid by another Judge of the Chancery Division, during the absence on Circuit of the said Mr. Justice VAUGHAN WILLIAMS, commencing on the 21st day of February, 1896. Now, I, The Right Honorable, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, do hereby Order that the several Causes and Matters assigned or to be assigned to the said Mr. Justice VAUGHAN WILLIAMS as such Additional Judge be transferred and assigned to Mr. Justice ROMER during such absence, and I do also Order that such of the said Causes and Matters as remain undisposed of on the said Mr. Justice VAUGHAN WILLIAMS resuming his Sittings after such Circuit be, except as to any Applications which may have been partly dealt with by Mr. Justice ROMER, re-transferred (without further Order), to the said Mr. Justice VAUGHAN WILLIAMS. And this Order is to be drawn up by the Registrar and set up in the several Offices of the Chancery Division of the High Court of Justice.

HALSBURY, *C.*

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 21ST AND 22ND OF JANUARY, 1896:—

Cadwallader Edmund Adams
John Henry Armitage, *B.A.*
James Armstrong
John Rutherford Atkins
Robert Bravery Attlee, *B.A.*
David Henry Comyn Balleny
Harold Granville Barnard, *B.A., LL.B.*
Wilfred Thomas de Berdewelle Barwell
Arthur Bates
Thomas Baty, *B.A.*
Albert Ernest Bell
John Herbert Bell, *B.A.*
Septimus Shepherd Bell
William Harper Bill
George Birch
John Frederick Bonney
Gerald James George Botteley
Henry Arthur Sealy Bridge
Arthur Joseph Brown
Walter Buchanan, *B.A.*
John Fairhurst Bullen
Eustace Hubert Burrows, *B.A.*
Arthur Schuyler Cardew
Herbert Francis Chadwick, *B.A.*
Harold William Chinn
Lyon Clarke
Robert Verney Clayton
Ronald Percy Clayton, *B.A.*
Robert Walter Clifton
Sydney Pearce Constable
Alfred Edward Guillaume Copp
Benjamin Springbett Corke
William John Cumpsty
Herbert Davey
David Oswald Davies, *B.A.*
James Edward Troughton Dean, *B.A.*
Samuel Bowers Dean
John Edward Dell
Burleigh Harry John Dixon
Francis Dixon
William Drake
Robert William Elder
William John Elsdon
Hugh John Howell Evans
Andrew Martin Fairbairn, *B.A.*
George Edward Hunter Fell
Ernest Fisk
John George Forster
James Cartwright Frith
David Garsed
John Joseph Goldie
Bernard Nuttall Green
John Brabyn Greenway, *M.A.*
William Arthur Griffiths
Arthur Smeeton Gurney
Arthur William Hands
Trevor Edward Harris
Henry George Hawkes
James Jewell Hill
Percy Hilton
Thomas Rouse Hodges
Harold Abercrombie Holdsworth
John Albert Holmes
Charles Russell Hopkins
Bertram Charles Howe, *B.A.*
Robert Sidney Hudson, *B.A.*
Francis John Kingdon Hull
George William Jackson
George Edward Jannings, *B.A.*
William Everard Tyldesley Jones
William Haseldine Jones

Digitized by Google

William Ashley Harrower Johnston
Arthur Samuel Joseph
John Josselyn
John Henry Joynson
Charles Stedman Jupp
Joseph Kenny
Albert James Larcome
William Dennis Lawry
William Ewart Laycock
Edward Thomas Lea
Godfrey Leach, *B.A.*
William Henry Lee
Martin Barry Lewis
Frederick William Livesey
Ernest Edward McColm
Arthur Phospor Mallam, *B.A.*
Reginald Masefield
Harold Porter Mellor, *B.A.*
Charles Albert Muirhead
Thomas Frank Neighbour
Frederick James Nightingale
Benjamin Bellis Peters
Charles Edward Pettit
Murray Newton Phelps, *LL.B.*
George Stanley Pott, *B.A.*
Ralph Rochester Pusey
Albert William Reade
Granville Richardson, *M.A.*
James Caulfield Roe, *B.A.*
Arthur Round
John Wilfred Rowlands
William Henry Satterthwaite, *M.A.*
Harold Otto Seyd
Frederick George Westacott Shapland
Frederick Caldwell Sills
Arthur Myers Smith, *B.A.*, *LL.B.*
Arthur Snow
Harold George Robert Soames
Edward Elliot Square
Henry Percy Stanes
Herbert Kendall Strange
William Henry Tarbet
Claude Philip Eaton Taylor
Joseph Taylor
Herbert George Thomas
William Arthur Thomas
Frederick Charles Thompson
Vincent Thompson, *M.A.*
Montagu Cecil Scott Turner, *B.A.*
Laurence Edward Walker
Charles Wallis, *B.A.*
Francis William John Webb
William Whalley
Walter William Whiteman
Ferdinand Samford Whittingham
William Ernest Whitton, *B.A.*
Alfred Benjamin Williams
Frederick Collins Williams
Charles Eustace Wilson
Edwin Hetherington Wilson
Douglas Powell Winckworth
John Dudley Wolverson
George Albert Wootten
Hugh Michael Wrench Wyatt

INTERMEDIATE EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE INTERMEDIATE EXAMINATION HELD ON THE 23RD OF JANUARY, 1896:—

Francis Edwin Abbott
Thomas Forster Archbold
Clarendon James Armitage
Charles Frederick Batham
George Frederick Beal
Balfour West Beard
William Frederick Bent Beardsley
Robert Henry Stuart Edleston Behrend
Christopher Benson
Harry Leopold Firth Berry
Fred Hamilton Birdseye
Arthur Lambert Blackbourne
Matthew Clive Blewitt
William Ernest Boocock
Harold Charlton Boycott
William Archibald Boyes
George Arthur Frederick Brett
John Henry Latham Brewer
Arthur Percy Brooks
Edward D'Arcy Burbidge, *B.A.*
Frank Wildman Butterfield
George James Campbell
David Whiston Carr
John Carr
Eric George Herbert Childe
Harry Percy Chubb
Frederick Septimus Clay
Ernest Hubert Clifford
Robert Comely
Herbert John Cove
William Herbert Coverdale
Edward Henry Cox
Horace Leslie Crawford
Edward Arthur Crompton, *B.A.*
Alexander Swayne Crome
Edgar Cule
David Berrington Griffith Davies
James Finlay Dempster
Henry Tattersfield Dickinson
Arthur Wogan Drake
Ernest Willis Duxbury
Robert Rainford Edleston
Reginald Evans
George Fardell
William Lowry Ford
John Findlater Corscaden Gamble
Charles Henry Gibbon, *B.A.*
Walter John Frederick Giffard, *B.A.*
Wilfred Harry Greenhow, *B.A.*
Charles Percival Greenwood
Henry Wood Slingsby Grimes
Gibson Warwick Finlay Hamilton
Andrew Armstrong Harford
William Lewis Harris
Henry Herbert Harrod, *B.A.*
Laurence Francis Hawkins
John Hays, *B.A.*
George Robert Heathcote
Vernon Haigh Henderson
Joseph Thomas Higgs
John Waller Hills, *B.A.*
George Wright Hodgson
Cecil Holman
Percival Edward Horwood
William Henry Howson
Charles Edward Price Hughes
Walter John Hunt
Frederick John Iles
Percy Edward Ireland, *B.A.*
George Gower Isaac
Arthur Morgan James
Charles Wright Jefferies
Ralph Percival Jenkins
Henry Stewart Jolly
Edward Bagehot Kite
Richard Frederic Lambe
Claude Sutton Lermitte
Arthur Glenton Lewis
David Edwin Lewis
Frederick William Lewis
William Oliver Lovibond
Harold McGowan
Harold McIlquham
George Edmund Mager
Edward Marpole
Philip Clement Mead
Thomas Meller
Richard Stephenson Middleton
Edward Haworth von Essen Moberly
Ernest Edgar Morgan
Percival Darter Morris
Charles James Newby
Joseph Harker Newman
John Nicholson
Reginald John Owen
William Oxley
Charles Albert Paine, *B.A.*
John Lewis Phillips
Richard Charles McCrae Poulter
Gwilym Rhys Price
Stanley Owen Pugh
Archibald John Puntan
Manuel Castello Pyke
John Francis Ratford
Clement Harry Rawlings
Albion Henry Herbert Richardson
Gerard Smythe Rigbey
Reginald Shaw Rigg
John Roberts
John Alexander Roberts
Vaughan Wickenden Robinson
Horace Foster Schwabe
Stephen Francis Eustace Scrope
Edward Lyon Shelton
Vazie Simons
John Spurling
John John Stavridi
Joseph Benjamin Stephens
Leonard Storey
John William Sutcliffe
Arthur Hotham O'Bryen Taylor
John Taylor
Herbert Watkins Thomas
William Heath Thursfield, *B.A.*
Frederick Vincent Tochatti
Herbert Edward Trangmar
Robert Ernest Tucker
Cyril Neville Tweed
Charles Worsley Vincent
Sydney Bodger Watts
Harry Robinson Weatherhead
Charles White
Esmond Henry Wiley
George Bullen Lewis Wilkes
James Reginald Wilkinson
William Alexander Wilkinson
Frank Herbert Williamson

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE.
6th February, 1896.

APPOINTMENTS.

Feb. 3. The Queen has been pleased, by several Letters Patent under the Great Seal, to appoint —

William Donaldson Rawlins, Esq., of Lincoln's Inn;
John Donohoe FitzGerald, Esq., of the Inner Temple;
George Mallows Freeman, Esq., of the Inner Temple;
Alexander Macmorran, Esq., of the Middle Temple;
Miles Walker Mattinson, Esq., of Gray's Inn;
Roger William Wallace, Esq., of the Middle Temple;

and

Paul Ogden Lawrence, Esq., of Lincoln's Inn;

of Her Majesty's Counsel learned in the Law.

Feb. 6. The Queen has been pleased, by Warrant under Her Majesty's Royal Sign Manual, bearing date the 6th instant, to appoint the Honourable John Augustus de Grey, Barrister-at-Law, to be Recorder of the Borough of Sudbury, in the room of William Cockerell, Esq., deceased.

Feb. 8. This day Charles Beilby Stuart-Wortley, Esq., Q.C., M.P., was, by Her Majesty's command, sworn of Her Majesty's Most Honourable Privy Council, and took his place at the Board accordingly.

John William Bird Allen, Esq., Nottingham, Solicitor, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature, England.

Digitized by Google

The Incorporated Council of Law Reporting for England and Wales.

THE QUINQUENNIAL DIGEST, 1891–5.

GRATIS TO SUBSCRIBERS TO THE LAW REPORTS FOR 1896,

But only to those who pay the Subscription during the current year.

The above will shortly be ready. Those Subscribers who desire to have it bound are requested to intimate their wish to the Publishers at the earliest opportunity, that no delay may occur in its delivery.

The cost of binding according to the office pattern will be as under:—

HALF CALF - - 4s. 0d. | CALF - - 5s. 0d.

WILLIAM CLOWES AND SONS, Limited, Printers and Publishers to the Council,
27, FLEET STREET, LONDON, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

SECOND EDITION. Now Ready. Royal 8vo. Over 1000 pages. Cloth, 25s. Cash Price, 20s.

THE PRINCIPLES OF RATING

WITH

COMPLETE DIGEST OF CASES.

By EDWARD BOYLE,

Of the Inner Temple, and of the South-Eastern Circuit, Barrister-at-Law;

AND

G. HUMPHREYS-DAVIES,

Fellow of the Surveyors' Institution, an Arbitrator under Appointment of the Board of Trade, Member of the Institute of Mining Engineers, and an Associate of the Tramways Institute.

This Work has been greatly enlarged and entirely re-written. It comprises an exhaustive examination of the very intricate Law of Rating and the principles upon which it is based.

The Theory of Annual Value is discussed in great detail, and its application to all classes of Property carefully examined, illustrated, and considered in connection with all the recent important decisions.

The various Methods of Valuation of large Commercial Undertakings and Public Works, and the principles on which they rest, are explained; particularly with reference to the Rating of Railways, Gas and Water Works, Docks, Mills, and Manufacturing Property generally.

A large space is devoted to the procedure in connection with the making of Valuation Lists and Rates, and upon Appeals connected therewith.

The material portions of all the important Statutes dealing with Local Rating, from the Act of Elizabeth to the present time, have been inserted.

The Digest has been carefully revised and brought up to date, and now contains upwards of 1500 cases, and comprises a succinct and most useful resumé of all the decisions.

The Work is written in a clear and practical style; it will be found complete in every respect, and a most useful assistant, not only to the legal profession, but to the public generally.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Mar. 30	Mr. Farmer	Mr. Ward	Mr. Beal	Mr. Leach	Mr. Jackson	Mr. Carrington	Monday, Mar. 30
Tuesday „ 31	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Tuesday „ 31
Wednesday, Apr. 1	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Wednesday, Apr. 1
Thursday „ 2	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Thursday „ 2

*** *The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1896, both days inclusive.*

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 16th day of March, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice STIRLING (1895—C.—No. 786).

Richard Smith Casson *v.* The International Commercial Company, Limited.

Mr. Justice STIRLING (1894—D.—No. 750).

Thomas Duckworth *v.* The International Commercial Company, Limited.

HALSBURY, *C.*

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1896.	NORTHERN.	N. EASTERN.
Commission Days.	*Grantham J.* *Collins J.*	*Wright J.*
Saturday, April 11	Manchester (*Civil*)	.. .. ..
Saturday „ 18	Liverpool (*Civil*)	.. .. ..
Saturday „ 25	Manchester 2 (*Civil and Criminal*)	.. .. ..
Wednesday, May 6	Liverpool 2 (*Civil and Criminal*)	Leeds (*Criminal*)

HIGH COURT OF JUSTICE.

EASTER VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During Easter Vacation:—All applications *which may require to be immediately or promptly heard* are to be made to the Honourable SIR HENRY HAWKINS, whose address may be obtained at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

SIR HENRY HAWKINS will act as Vacation Judge from Thursday, April 2nd, to Monday, April 13th, both days inclusive.

His Lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 9th, at 11 A.M., for the disposal of urgent Queen's Bench Summonses.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE,
21st March, 1896.

APPOINTMENTS.

March 19. The Queen has been pleased to approve the appointment of Mr. Lawrence Hugh Jenkins, of Lincoln's Inn, Barrister-at-Law, to be a Judge of the High Court of Judicature at Calcutta, in the place of Mr. Jones Quain Pigot, resigned.

Mr. Llewelyn Hugh-Jones, Solicitor, Wrexham, has been appointed Clerk to the Magistrates for the Bromfield Division of Denbighshire.

Digitized by Google

LIST OF SHERIFFS, UNDER-SHERIFFS, DEPUTIES, AND AGENTS FOR 1896.

Warrants are granted in TOWN for the places marked with an asterisk (*). Office Hours in Term, 11 *till* 4; *in Vacation,* 1 *till* 3.

COUNTIES, &c.	SHERIFFS.	UNDER-SHERIFFS.	DEPUTIES AND TOWN AGENTS.
*BEDFORDSHIRE	Major Chas. Villiers Somerville Downes, Aspley-Guise	Frederic Thomas Tanqueray, Woburn, Esq.	Halses, Trustram & Co., 61 Cheapside, E.C.
*BERKSHIRE	George Rodie Thompson, Sunningdale, Ascot, Esq.	Wm. F. Blandy, 1 Friar-st., Reading, Esq.	Rowcliffes, Rawle & Co., 1 Bedford-row, W.C.
BERWICK-UPON-TWEED (County of Borough and Town of)	George Batty, of Berwick-upon-Tweed, Esq.	Thomas Cleghorn Smith, of Berwick-on-Tweed, Esq.	Edward Bromley, 43 Bedford-row, W.C.
BRISTOL (City and County of)	William Ansell Todd, of Bristol, Esq.	George Horace David Chilton, Bristol, Esq.	Guscotte, Wadham & Co., 19 Essex-st., Strand, W.C.
*BUCKINGHAMSHIRE	Capt. Frederick Thomas Penton, of Chalfont St. Peter	Thomas Parrott, of Aylesbury, Esq.	Pyke & Parrott, 63 Lincoln's-inn-fields, W.C.
*CAMBRIDGES. & HUNTS.	John Linton, of Stirtloe-house, Buckden, Esq.	Thomas Fredk. Fowler, of Huntingdon, Esq.	Greenfield & Cracknall, 3 Lancaster-pl., Strand, W.C.
CANTERBURY (City and County of)	William John Russell, of Canterbury, Esq.	Henry Fielding, 15 Burgate-st., Canterbury, Esq.	Speechly, Mumford, Landon & Rodgers, 1 New-inn, W.C.
*CHESHIRE	Ralph Broklebank, of Haughton-hall, Tarporley, Esq.	John Lawrence, Esq. (A.U., J. Cullimore, Friars, Chester, Esq.)	Meredith, Roberts & Mills, 8 New-sq, Lincoln's-inn.
*CHESTER (County of City of)	John Goodie Holmes, of Chester, Esq.	Frederick William Sharpe, of Chester, Esq.	Chester, Mayhew, Broome & Griffithes, 36 Bedf.-r. W.C.
*CORNWALL	Sir Edward Robert Pearce Edgcumbe, of Somerleigh-court, Dorchester, Knight	Arthur Edward Murray, of St. Columb, Cornwall, Esq.	Emmet & Co., 14 Bloomsbury-square W.C.
*CUMBERLAND	Louis Carruthers Salkeld, of Holm-hill, Carlisle, Esq.	George F. Saul, 2 Castle-st., Carlisle, Esq.	Harrison & Powell, 5 Raymond-bldgs., Gray's-inn, W.C.
DERBYSHIRE	Robert Sacheverel Wilmot Sitwell, of Derby, Esq.	A. Grimwood Taylor, of Derby, Esq.	Taylor, Hoare & Pilcher, 12 Norfolk-st., Strand, W.C.
DEVONSHIRE	John Pablo Bryce, of Bystock-house, Exmouth, Esq.	George Hardy Harris, of Exeter, Esq.	Field, Roscoe & Co., 36 Lincoln's-inn-fields, W.C.
*DORSETSHIRE	Arthur Martin, of Rampisham, Dorchester, Esq.	Edwd. Archdall Ffooks, of Sherborne, Esq.	Lovell, Son & Pitfield, 3 Gray's-inn-square, W.C.
DURHAM	Col. Robert Ropner, of Preston-hall, Stockton-on-Tees	J. G. Wilson, 5 North Bailey, Durham, Esq.	Cunliffes & Davenport, 48 Chancery-lane, W.C.
*ESSEX	George Courtauld, of Cut-hedge, Halstead, Essex, Esq.	Augustus Cunnington, Braintree, Essex, (A.U., Gepp & Sons, Chelmsford) [Esq.]	Gepp & Sons, Temple-chambers, Temple-avenue, E.C.
EXETER (City and County of the City of)	Fredk. Templer Depree, 17 & 18 High-st., Exeter, Esq.	Jno. Gidley, 15, Bedford-circus, Exeter, Esq. (A.U., Wm. Ashford Caunter, Exeter, Esq.)	Geare, Son & Pease, 57 Lincoln's-inn-fields, W.C.
GLOUCESTER (City and County of the City of)	Charles George Clark, Wotton-court, Gloucester, Esq.	Frank Treasure, of Gloucester, Esq.	Richard White, 7 New-inn, W.C.
GLOUCESTERSHIRE	Wm. Meath Baker, of Hasfield-court, Gloucester, Esq.	John William Coren, of Gloucester, Esq.	Thomas White & Sons, 11 Bedford Row, W.C.
*HAMPSHIRE, or County of Southampton	William Woods, of Warnford-park, Southampton, Esq.	Edwd. Douglas Godwin, Winchester, Esq. (A.U., Chas. E. Godwin, Southampton.)	Cunliffes & Davenport, 48, Chancery-lane, W.C.
HEREFORDSHIRE	Henry Randolph Trafford, of Michaelchurch, Esq.	John Reginald Symonds, of Hereford, Esq.	Alfred Hunt, 7, New-inn, Strand, W.C.
*HERTFORDSHIRE	Percival Bosanquet, of Ponfield, Hertford, Esq.	Charles Elton Longmore, of Hertford, Esq. (A.U., Sworder & Longmore, of Hertford)	Patersons, Snow, Bloxam & Kinder, 25 Lincoln's-inn-fields, W.C.
*KENT	Hon. Ralph Pelham Nevill, of Birling, Maidstone	Francis Robert Howlett, of Maidstone, Esq.	W. Bartlett (Palmer & Bull), 24, Bedford-row, W.C.‡
KINGSTON-UPON-HULL (Town and County of Town of)	Henry Merrill, of Kingston-upon-Hull, Esq.	Thomas Hart, of 43, Lowgate, Hull, Esq.	John Cotton & Son, 12, Gray's-inn-square, W.C.
LANCASHIRE	Sir Peter Carlaw Walker, of Bewsey New Hall, Lancashire, and Osmaston Manor, Derbyshire, Bart.	Henry Greenall, of Warrington, Esq. (A.U., Wilson, Wright, & Wilsons, Preston)	Ridsdale & Son, 5 Gray's-inn-square, W.C.
*LEICESTERSHIRE	Sam Tudor Ashton, Burton-hall, Melton Mowbray, Esq.	George Rowlatt, 10, New-st., Leicester, Esq.	Field, Roscoe & Co., 36 Lincoln's-inn-fields, W.C.
LICHFIELD (City and County of the City of)	Thomas Andrews, of Lichfield, Esq.	George Ashmall, of Lichfield, Esq.	Pitman & Sons, 14 Clement's-la., Lombard-st., E.C.
LINCOLN (City of, and County of the same City)	Joseph Bentley, of Lincoln, Esq.	Charles Scorer, of Lincoln, Esq.	Page & Scorer, 9 New-inn, Strand, W.C.
*LINCOLNSHIRE	Charles Constable Curtis, of Collingham, Notts, Esq.	Reginald Arthur Stephen, of Lincoln, Esq.	Swann & Co., 38, Chancery-lane, W.C.
*LONDON (City of)	John Pound, Esq., Alderman, 84, Leadenhall-st., E.C. John Robert Cooper, 35, Old Jewry, E.C., Esq.	Thomas Roderick, Secondary's Office, 5, Church-passage, Guildhall-yard, E.C.	Secondary's Office, 5 Church-passage, Guildhall-yard, E.C.‡
*LONDON (County of)	Henry Parkman Sturgis, of 4, Great Cumberland-place, Esq.	Henry S. Brenton, 57 Coleman-st., E.C., Esq. F. Kynaston Metcalfe, 92, Gt. Tower-st., E.C.	William Burchell, 24 Red Lion-square, W.C.‡
*MIDDLESEX	Walter Barnard Byles, Harefield-house, Harefield, Esq.	William Ruston, of Brentford, Esq.	Ruston, Clark & Ruston, 29 Essex-street, Strand, W.C.
MONMOUTHSHIRE	Col. Robert Henry Mansel, of The Broad Tower, Caerleon and Maindiff Court, Abergavenny	Wm. C. Addams Williams, Monmouth, Esq. (A.U., Percy Laybourne, Newport, Esq.)	Crossman & Prichard, 16 Theobald's-road, W.C.
NEWCASTLE-UPON-TYNE (City and County of the City of)	George Harkus, of Newcastle-upon-Tyne, Esq.	John Milton Leigh Criddle, Newcastle-upon-Tyne, Esq.	Reginald Sewell Stokes, 21, Great St. Helens, E.C.
*NORFOLK	Richard Hanbury Joseph Gurney, of Northrepps-hall, Norfolk, Esq.	George Christopher Davies, Norwich, Esq. (A.U., Chas. Blackwell Foster, Norwich.)	Sharpe, Parker & Co., 12 New-court, Carey-st., W.C.
*NORTHAMPTONSHIRE	Percy Mitchell, of Cranford-hall, Kettering, Esq.	Henry William Kennedy Markham, Northampton, Esq.	Samuel Price & Sons, Worcester-ho., 8 Walbrook, E.C.
*NORTHUMBERLAND	Sir Andrew Noble, of Newcastle-on-Tyne, K.C.B.	Herbert C. Harvey, Newcastle-on-T., Esq.	E. Flux & Landbitter, 144 Leadenhall-street, E.C.

Digitized by Google

*NORWICH (City of, and County of the same City)	George Arthur Collier, of Norwich, Esq.	Frederic Oddin Taylor, of Norwich, Esq.	Sharpe, Parker & Co., 12 New-court, Carey-street, W.C.
*NOTTINGHAM (Town and County of the Town of)	John Wright, of Burns-street, Nottingham, Esq.	John Alfred Henderson Green, of Nottingham, Esq.	Taylor, Hoare & Pilcher, 12 Norfolk-st., Strand, W.C.
*NOTTINGHAMSHIRE	William Hollins, of Pleasley-vale, near Mansfield, Esq.	Hy Houghton Enfield, of Nottingham, Esq. (A. U. Hy. Edwd. Hunt, Nottingham, Esq.)	Taylor, Hoare & Pilcher, 12 Norfolk-st. Strand, W.C.
OXFORDSHIRE	Sir Algernon Francis Peyton, Swift's-ho, Bicester, Bt.	T. Marriott Davenport, of Oxford, Esq.	Cunliffes & Davenport, 48 Chancery-lane, W.C.
POOLE (Town and County of the Town of)	John Arthur Cocker, of Parkstone, Poole, Esq.	George Braxton Aldridge, of Poole, Esq.	Wm. Montgomery White, Hastings-house, Norfolk-street, Strand, W.C.
RUTLAND	George Whyatt Worrall, of Wing, Oakham, Esq.	Benj. Addington Adam, of Oakham, Esq.	Bell, Brodrick & Gray, Ormond-ho., Gt. Trinity-la., E.C.
*SHROPSHIRE	William Henry Whitaker, of Totterton-hall, Lydbury North, Salop, Esq.	Edmd. Cresswell Peele, of Shrewsbury, Esq. (A. U., Peele & Peele, Shrewsbury.)	Chester, Mayhew, Broome & Co., 36 Bedford-row, W.C.
*SOMERSETSHIRE	Robt. Pooll Hy. Batten-Pooll, Road-manor, nr. Bath, Esq.	Hugh R. Poole, of South Petherton, Esq.	Prior, Church & Adams, 61 Lincoln's-inn-fields, W.C.
SOUTHAMPTON (Town and County of the Town of)	Edward Gayton, of 91 High-st, Southampton, Esq.	Percy Mayor Randall, of Southampton, Esq.	Lovell, Son, & Pitfield, 3 Gray's-inn-square, W.C.
*STAFFORDSHIRE	Henry Arthur Wiggin, of Harborne-pk, nr Birmingham, Esq.	Charles Frederic Hand, of Stafford, Esq. (A.U., Hand & Co., of Stafford)	Thomas White & Sons, 11 Bedford-row, W.C.
SUFFOLK	Sir Savile Brinton Crossley, Somerleyton-hall, Suffolk, Bart.	Jas. Jno. Sparke, of Bury St. Edmunds, Esq.	Belfrage, & Co. 35 John-st., Bedford-row, W.C.
*SURREY	Sir Edw. Hamer Carbutt, of Cranleigh, Guildford, Bt.	Chas. Wigan, 3 & 4 Lincoln's-inn-flds., Esq.	Eastwood, Wigan & Champernowne., 3 & 4 Lincoln's-inn-flds., W.C.
*SUSSEX	Edward Huth, Wykehurst-park, Bolney, Hayward's-heath, Esq.	Edward Waugh, of Hayward's Heath, Esq. (A. U.W. Bartlett, of 24, Bedf-r. W.C. Esq.)	Walter Bartlett (Palmer & Bull), 24 Bedford-rw, W.C.
*WARWICKSHIRE	Joshua Hirst Wheatley, of Berkswell-hall, Esq.	Richard Child Heath, of Warwick, Esq.	Taylor, Hoare & Pilcher, 12 Norfolk-st, Strand, W.C.
WESTMORLAND	Henry Miles Radcliffe, of Kendal, Esq.	Alexander Milne, of Kendal, Esq.	Harrison & Powell, 5 Raymond-bldgs, Gray's Inn, W.C.
*WILTSHIRE	Hon. Percy Scawen Wyndham, of Clouds, Salisbury	Harry Bevir, Wootton Bassett, Wilts, Esq.	Peacock & Goddard, 3 South-square, Gray's-inn, W.C.
WORCESTER (City of, and County of the same City)	Albert Buck, of Worcester, Esq.	Arthur Arrowsmith Maund, Worcester, Esq.	Stallard & Turner, 44 Bedford-row, W.C.
*WORCESTERSHIRE	George William Grosvenor, of Broome-house, near Stourbridge, Esq.	William Price Hughes, of Worcester, Esq. (A.U., Hughes & Brown, of Worcester)	Janson, Cobb, Pearson & Co., 41 Finsbury-circus, E.C.
*YORK (City of, and County of the same City)	William Hamerton Jalland, of York, Esq.	William Henry Cobb, of Blake-st, York, Esq.	Williamson, Hill & Co., 13 Sherborne-lane, E.C.
*YORKSHIRE	E. R. Bradley Hall Watt, Bishop Burton, Hull, Esq.	Edwin Gray, of York, Esq.	Bell, Brodrick & Gray, Ormond-ho., Gt. Trinity-la., E.C.

WESTMINSTER, City of (High Bailiff), Harry Wilmot Lee, of 22 Sackville-street, W., Esq. *Deputy*, † John Troutbeck, of Westminster-chambers, 11 Victoria-st., S.W., Esq.

NORTH WALES.

ANGLESEY	Rupert Mason, Tanycoed, Bangor, Esq.	John Stewart Laurie, Beaumaris and Llangefni, Esq.	Ullithorne & Co., 3 Gray's-inn-pl., W.C.
CARNARVONSHIRE	Richard Methuen Greaves, Wern, Tremadoc, Esq.	Randal Casson, of Portmadoc, Esq.	Saffery, Huntley & Son, 92 Tooley-st., London Bridge.
DENBIGHSHIRE	Edward Owen Vaughan Lloyd, of Rhagatt, Corwen, Esq.	Edward Adolphus Turnour, of Denbigh, Esq. (A.U., J. Parry Jones, of Denbigh, Esq.)	Preston, Stow & Preston, 35 Lincoln's-inn-fields, W.C.
FLINTSHIRE	Harry William Buddicom, of Penbedw, Esq.	Thomas Thelwell Kelly, of Mold, Esq. (A.U., Kelly & Keene, of Mold)	Simpson & Co., 6 Moorgate-st., E.C.
MERIONETHSHIRE	Charles Williams, of Hengwm, Dyfryn, Esq.	John Charles Hughes, of Dolgelly, Esq.	Saffery, Huntley & Son, 92 Tooley-st, London Bridge.
MONTGOMERYSHIRE	John Marshall Dugdale, of Llwyn, Esq.	Geo. Devereux Harrison, of Welshpool, Esq.	Rowcliffes, Rawle & Co., 1 Bedford-row, W.C.

SOUTH WALES.

BRECONSHIRE	Howell R. Jones Williams, Cui Parc, Talybont, Esq.	John Tudor, of Brecon, Esq.	Preston, Stow & Preston, 35 Lincoln's-inn-fields, W.C.
CARDIGANSHIRE	William Jones, of Ffosheulog, Tregaron, Esq.	David Lloyd, of Lampeter, Esq.	Busk & Mellor, 45 Lincoln's-inn-fields, W.C.
CARMARTHEN (County of the Borough of)	Thomas Jenkins, The Friary, Carmarthen, Esq.	T. Walters, of Quay-st., Carmarthen, Esq.	Richard White, 7 New-inn, W.C.
CARMARTHENSHIRE	David Evans, of Llangennech-park, nr Llanelly, Esq.	D. L. Price, of Talley, Llandilo, Esq. (A. U., James John, Carmarthen, Esq.)	Jenkins, Baker & Co., 2 St. Michael's-house, St. Michael's-alley, Cornhill, E.C.
GLAMORGANSHIRE	Col. John Picton Turberville, Ewenny-priory, Bridgend	L. G. Williams, 8 Charles-st, Cardiff, Esq.	Cunliffes & Davenport, 48 Chancery-lane, W.C.
HAVERFORDWEST	William Davies, of Palmerston, Haverfordwest, Esq.	H. J. E. Price, Dew-st, Haverfordwest, Esq.	C. W. M. Price, 17 Hart-st, Bloomsbury-sq., W.C.
PEMBROKESHIRE	James Chas. Yorke, Trecwn, Letterstone, R.S.O. Esq.	R. T. P. Williams, Haverfordwest, Esq.	Peacock & Goddard, 3 South-sq., Gray's-inn, W.C.
*RADNORSHIRE	Thomas Thomas-Moore, of Dolau, R.S.O. Esq.	Hugh Vaughan Vaughan, of Builth, Esq.	Thomas White & Sons, 11 Bedford-row, W.C.

‡ Where all Writs and Rules must be left.

Digitized by Google

The Incorporated Council of Law Reporting for England and Wales.

THE QUINQUENNIAL DIGEST, 1891–5.

GRATIS TO SUBSCRIBERS TO THE LAW REPORTS FOR 1896,

But only to those who pay the Subscription during the current year.

The above will shortly be ready. Those Subscribers who desire to have it bound are requested to intimate their wish to the Publishers at the earliest opportunity, that no delay may occur in its delivery.

The cost of binding according to the office pattern will be as under:—

HALF CALF - - 4s. 0d. | CALF - - 5s. 0d.

WILLIAM CLOWES AND SONS, Limited, Printers and Publishers to the Council,
27, FLEET STREET, LONDON, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

HIGH COURT OF JUSTICE.

EASTER VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During Easter Vacation:—All applications *which may require to be immediately or promptly heard* are to be made to the Honourable SIR HENRY HAWKINS, whose address may be obtained at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

SIR HENRY HAWKINS will act as Vacation Judge from Thursday, April 2nd, to Monday, April 13th, both days inclusive.

His Lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 9th, at 11 A.M., for the disposal of urgent Queen's Bench Summonses.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE,
21st March, 1896.

PROFESSIONAL PARTNERSHIP DISSOLVED.

John Hubert Child, Edward Norton, and Charles John Mead Child (Child & Norton), Solicitors, 12, Sloane Street, Chelsea, by mutual consent as from March 24. The said John Hubert Child and Charles John Mead Child will continue the business under the style of Child & Child, at 12, Sloane Street. The said Edward Norton will carry on business as Blachford, Riches & Norton, at 15, Walbrook.

In preparation, Third Edition, revised to date. Demy 8vo, cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,
Of the Inner Temple, Editor of "The Statutes Regulating London Building,"
AND
FRANCIS W. PEMBER, M.A.,
Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published in a few days.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents of Pleadings, Affidavits, Judgments, &c. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNNINGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Exterritoriality," "Principles of the Law of Torts," &c.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE, 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL SEBEGHLAMB, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 26s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister-at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
2	*Army (Annual) Act*, 1896	March 27	Not specified.
3	*Consolidated Fund (No. 1) Act*, 1896	March 27	Not specified.
4	*Local Government (Elections) (No. 2) Act*, 1896	March 27	Not specified.
5	*Poor Law Guardians (Ireland) (Women) Act*, 1896	March 31	Not specified.
6	*Naval Works Act*, 1896	March 31	Not specified

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Apr. 13	Mr. Clowes	Mr. Carrington	Mr. Farmer	Mr. Pemberton	Mr. Beal	Mr. Leach	Monday, Apr. 13
Tuesday „ 14	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Tuesday „ 14
Wednesday „ 15	„ Clowes	„ Carrington	„ Farmer	„ Pemberton	„ Beal	„ Leach	Wednesday „ 15
Thursday „ 16	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Thursday „ 16
Friday „ 17	„ Clowes	„ Carrington	„ Farmer	„ Pemberton	„ Beal	„ Leach	Friday „ 17
Saturday „ 18	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Saturday „ 18

*** *The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May, 1896, both days inclusive.*

RULES OF THE SUPREME COURT (MARCH), 1896.

The following draft Rules are published pursuant to the Rules Publication Act:—

ORDER XLII.—Rule 33B.

1. Order XLII, Rule 33A, shall have effect as if there were inserted after "them" in the last line but one the words "or of the Director of Public Prosecutions," and, at the end of the Rule, the words "or of the Director of Public Prosecutions."

ORDER LVII.—Rule 2 (*c.*)

2. Order LVII, Rule 2 (*c.*), is hereby annulled, and the following Rule shall stand in lieu thereof:—That the applicant, *except where he is a sheriff or other officer charged with the execution of process by or under the authority of the High Court who has seized goods and who has withdrawn from possession in consequence of the execution creditor admitting the claim of the claimant under Rule* 16 *of this Order*, is willing to pay or transfer the subject-matter into Court, or to dispose of it as the Court or a Judge may direct.

ORDER LVII.—Rule 16A.

3. When the execution creditor has given notice to the sheriff or his officer that he admits the claim of the claimant, the sheriff may thereupon withdraw from possession of the goods claimed, and may apply for an order protecting him from any action in respect of the said seizure and possession of the said goods, and the Judge or Master may make any such order as may be just and reasonable in respect of the same: provided always, that the claimant shall receive notice of such intended application, and if he desires it, may attend the hearing of the same, and if he attend, the Judge or Master may, in and for the purposes of such application, make all such orders as to costs as may be just and reasonable.

4. These Rules may be cited as the Rules of the Supreme Court (March), 1896, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883; they shall come into operation on the 1st day of June, 1896.

Copies of the above draft Rules may be obtained from the Lord Chancellor's Office, House of Lords.

THE COMPANIES (WINDING-UP) ACT, 1890.

The following draft Rule is published pursuant to the above Act. Copies may be obtained at the Board of Trade:—

GENERAL RULE MADE PURSUANT TO THE COMPANIES ACTS, 1862 TO 1890.

Attendance of Parties in Chambers.

(1.) No Creditor or Contributory shall be entitled to attend any proceedings in Chambers, unless and until he has entered in a book to be kept by the Registrar for that purpose, his name and address, and the name and address of his Solicitor (if any), and upon any change of his address, or of his Solicitor, his new address, and the name and address of his new Solicitor.

(2.) This Rule shall come into operation on the ——— day of ———, 1896, and may be cited with the Companies (Winding-up) Rules, 1890, as Rule 173*a*.

Digitized by Google

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

TUESDAY, APRIL 14TH.

The following Courts will sit until Saturday, 18th April, for the Trial of the following classes of Actions:—

ONE COURT for MIDDLESEX Special Juries.

TWO COURTS for MIDDLESEX Common Juries.

ONE COURT for COMMERCIAL Actions and Non-Juries.

TWO COURTS for Non-Jury Actions.

MIDDLESEX Special Jury Actions.

Actions beyond No. 384 in this List will not be taken before Monday, 20th April.

No. 211 only will be in the List for Trial on Tuesday, 14th April.

211 Walter (pt. hd.) v. Central News ld. contract

313 Schuppisser & Sons v. Weyers & ors. bill
118 Lucas v. De Reuter & ors. fraud. reps.
136 Nell v. Davis libel
222 Gardiner v. Knapp libel
336 Sealley v. Creed breach of promise
202 Longsdon v. Covell pers. inj.
218 Lomer v. Harrison money paid
342 Pickering v. Law breach of promise
375 Broad v. Kekewich, Saunderson & Co. wrong dis.
376 Crewe v. Field breach of duty
379 Trollope & Sons & ors. v. London Building Trades Federation & ors. injunction
384 Wharton v. Gude & Son trespass

404 Lott v. Gordon, Smith & anr. work
411 Hannaford v. Weston contract
412 Langtry v. Union Bank of London negligence
426 Thompson v. Midland Ry. Co. pers. inj.
437 Parnell v. Wells false impt.
441 Tepper Laski v. Burton fraud. reps.
446A Levetus v. Uzielli policy
451 Payne v. London & North Western Ry. Co. pers. inj.
10 Liquidation Estates Purchase Co. Ld. v. Hakton & ors. possession
26 Stewart v. Tracey assault
27 London Sanitary Laundry Union ld. v. Wehrspon & anr. fraud. reps.
58A Harris v. Villiers contract
204 Currie v. Leube & anr. libel
370 Emett v. Newton libel
372 Lewis v. L. G. O. Co. ld. negligence
456 Chantler v. White contract
465 Weldon v. Matthews contract
489 Gomess v. Landon & Co. ld. salary
497 Hick v. Gibbon slander
502 Edwards v. Gee & Sons libel
503 Crane v. Matthews contract
507 Gough v. Sutton, Carden & Co. commission
514 Holmes v. Preston breach of promise
550 Lockyer v. Sir Robert Peel money lent
551 Easton v. Boxall & anr. detinue
552 Matthews v. Brady covenant
554 Hardy v. London Tramways Co. pers. inj.
562 Best v. Osborne, Garrett & Co. libel
563 Marsh & anr. Bartley money received
569 Burnham v. London Tramways Co. pers. inj.

572 { Kagi v. Pugh fraud. reps. / Pugh v. Kagi goods sold } consolidated
580 Potter v. Heard contract
583 Greville v. Williamson covenants
597 Hornsey v. Fortescue fraud. reps.
603 Tyson v. Cook & anr. assault
605 Bridge v. Attlee work
607 Landor v. Lee fraud. reps.
609 Mutual Union Insce. Co. ld. v. Pears wrong dis.
611 Auctioneers' Institute of the United Kingdom v. Institute of Auctioneers and Valuers injunction
614 Thompson v. Wodehouse breach of promise
615 Houldsworth v. Priestley contract
616 Vincent Rhodesian Developments Co. v. White contract
621 Hall v. London Tramways Co. pers. inj.
630 Hanson v. Gt. Eastern Ry. Co. pers. inj.
632 Cook & anr. v. Bannerman & Co. work
636 Allen v. Bailey false impt.
639 Pryce-Jones & ors. v. Kennedy & ors. deed
640 Ingram v. Goole SS. Co. ld. pers. inj.
651 Lawrence v. East London Waterworks Co. pers. inj.
656 { Gardiner v. Chambers contract / 657 Same v. Same contract } consolidated
697 Smith v. Kay breach of promise
702 Robins v. Murphy & ors. guarantee
709 Dartnell v. Howards & Sons negligence
713 Whitaker v. Mutual Life Assce. Soc. policy
714 Hendry v. Guest libel
717 Leman v. Earl's Court Hotels wrong dis.
719 Ramsden v. Benetfink & Co. & anr. libel
733 Gore v. Sudley breach of promise
745 Goodson v. Sunbury Gas Consumers' Co. ld. pers. inj.
749 Law Guarantee, &c. Soc. v. Boyes contract
750 Town v. Walton contract
752 Jones v. Batey & Co. negligence
754 Kincaid & Co. v. South Staffordshire Trams Co. work
756 Army & Navy Co-operative Soc. ld. v. Everett & Son money paid
758 Beard v. Farrants fraud. reps.
772 Browning & ors. v. Sachs stockbroker's acct.
778 Adams v. Sir W. C. Leng & Co. libel
780 Gibbons & Wife v. Taylor's Drug Co. ld. pers. inj.
783 Hunsley v. Law breach of promise
796 Moore v. Singh commission
812 Turnham v. Great Western Ry. negligence
813 Sutton v. Louise & Co. ld. wrong dis.
817 Bolden v. Andrews' Star Omnibus Co. ld. pers. inj.
823 Roberts v. Countess Russell libel
824 Simpson v. Mechlyn, Harley & Co. stockbroker's acct.

MIDDLESEX Common Jury Actions.

Actions beyond No. 472 in this List will not be taken before Monday, 20th April.

The following Numbers will be in the List for Trial on Tuesday, 14th April—Nos. 338 to 365, both inclusive.

338 Buller v. Duncan & Co. money paid
339 Walkers Bros. v. Nuthall & ors. goods sold
241 Owles v. Weyers & ors. note
353 J. Salter & Co. v. Rich trespass
354 Wilford v. Newman detinue
355 Coffin v. Steel issue
358 Sternberg v. Fordham & anr. commission
359 Keen v. Stevens pers. inj.
363 Frost & ors. v. London Road Car Co. pers. inj.
365 Carr v. Barrow bill

272 Cooke v. Churchill & Co. contract
369 Hall & anr. v. Adamson seduction
377 Rooke v. Hearn pers. inj.
401 Eldridge v. Jarrold contract
413 Blake v. Parker bill
414 Turner v. Bowley & Son libel
418 Thomas v. Thake slander
419 Johnson v. Clinton & Co. trespass
420 Carr v. Barrow commission
133 Slivinski v. Coulthurst trespass
282 Macdonell v. Logsdail slander
362 Holdsworth v. Vestry of St. Pancras pers. inj.
400 Butterfield v. Rapp libel
431 Galliford v. Imperial Property & Investment Co. ld. pers. inj.
433 Swain v. Outen slander
434 Guffroy v. Hoffer cheque
436 Molesworth v. Henry money lent
438 Scrimgeour v. Bishop & anr. possession
444 Attwood v. O'Grady detinue
453 Fenner v. Sparks & Son pers. inj.
454 Kissam v. Link fraud. reps.
461 Moss v. Bates pers. inj.
464 Swanson & Wife v. Head pers. inj.
468 Smith v. Kinnard breach of promise
469 Eady v. Szczepanski goods sold
472 Tripp v. Budden & anr. detinue

474 Fradd v. Transylvanian Development ld. work
480 Boyer v. Elliott work
482 Roberts v. Hymans & anr. trespass
484 Borzoni v. Verloni slander
485 Hunter v. Pwllheli Corporation work
487 Elmer v. Rochester & anr. work
508 Stanley v. Bird slander
509 Bates v. Robertson slander
511 Abbott v. Buxton money lent
517 Burton Union Bank ld. v. Cadman guarantee
521 Harvey v. Vereker slander
523 Sharpe v. Tavistock Hotel Co. ld. work
535 Anderson v. Tooley Bros. goods sold
536 Bryer & Son v. Chadwick goods sold
538 Kallmeier v. Morland & Co. bill

Digitized by Google

540 Dickson v. Blandford Waterworks Co. contract
541 Allen v. Matthews & ors. libel
555 Gordon v. Corballis note
559 Stuart v. Richardson libel
561 Piggott v. Palmer work
566 Taylor v. Sutton & ors. money received
584 Hopkinson & Co. ld. v. Haisman ld. goods sold
590 Native Brands Tea Packing Co. ld. v. Lewis calls
596 Nathan v. Coombs Bros. pers. inj.
601 Cunningham v. Philp negligence
604 Chattell v. Turner libel
617 Edwards v. Fox & Son distress
620 Green v. Williams contract
622 Smith & anr. v. Lumley & Co. issue
624 Tomkins v. Gillard slander
625 Greenaway v. De Stedingk goods sold
638 Wilmot v. Balston trespass
649 Buchanan & Co. v. Scott & anr. work
662 Sharman v. Stevenson slander
673 Leader Box Machine Syndicate ld. v. Crow calls
674 E. Robins & Son ld. v. Miller warranty
678 Blackwell v. Walters assault
680 Nicholson v. Gorringe money received
682 Bellingham & Co. ld. v. Healey goods sold
683 Noble v. Underwood slander
686 Stedman v. Baker & Co. & anr. false impt.
695 Bellinger v. Smith libel
703 Miller v. Stuchberry detinue
706 Wright v. Pither trespass

NON-JURY ACTIONS.

Actions beyond No. 942 in this List will not be taken before Monday, 20th April.

The following Numbers will be in the List for Trial on Tuesday, 14th April—Nos. 642 to 743, both inclusive.

642 Carrara Marble Co. ld. v. Moore goods sold
672 Colbourne v. Samuel money paid
679 Geddes & anr. v. Potter commission
690 Met. Light Co. ld. v. Gunning contract
699 Terry v. Williams contract
692 Nunn v. Smith contract
548 Gillespie v. District Chemical Co. ld. work
1328 Vaughan (April 16) by order v. Heath & ors. covenant
166 Robson v. FitzGeorge guarantee
365 Bushell v. The Trust Agency, &c. Co., &c. ld. contract
613 Attorney-Gen. v. Henwood injunction
715 Day v. Bowler work
725 Clark v. Bullen possession
726 Muller v. Lange note
731 Spooner v. Tyser contract
743 Reitlinger & anr. v. Schidrowitz contract

731 Sankey & Co. v. Dunford goods sold
547 Armitage v. Bell work

765 Newman v. Emery & anr. contract
773 Parker & Co. v. Whalley stockbroker's acct.
774 Meyer v. Hatherly negligence
777 Pain v. Nibbs possession
779 Hallett v. Webb possession
789 Deering v. Tremaro covenant
793 St. Martin's Vestry v. Ward issue
802 Matheson v. Gregory & Co. money received
803 Jarvis v. Barrow work
814 Alton v. Hicks money lent
818 Basan v. Jefferys stockbroker's acct.
828 Montmorency and another v. Graves stockbroker's account
829 Spurgeon v. Mulvany issue
831 Warden v. Linnett negligence
835 Chandler v. Woods contract
841 Van Duzer v. Hall money lent
844 Jay v. Macdonald stockbroker's acct.
858 Wolfe v. Leake & anr. covenant
861 Young & Co.'s Brewery ld. and anr. v. Higgs trespass
864 Webb v. Goddard & Sons work done
869 Chapman (settled) v. Death possession
871 Hart v. Holt stockbroker's acct.
872 Crew v. Hamilton possession
3 Charlesworth v. Broderick injunction
6 Queen Anne's Mansions Lighting, &c. Co. v. Renshaw rent
17 Mynors v. Steward negligence
58 Parker & anr. v. Clarke & anr. issue
89 Duncan v. Schotborgh contract
120 Hughes v. Bragg guarantee
124 Hemp Yarn, &c. Cordage Co. v. Knowles goods sold
164 Furner & ors. v. Hull & ors. trespass
175 Crouch v. Comber trespass
190 Cook v. Smith issue
256 Radford v. Woking Urban District Council contract
335 Basan v. Bell stockbroker's acct.
340 Mowatt & anr. v. Clarke & anr. issue
442 Crawley v. Elliott & anr. possession
491 Seaton v. Lord Grey de Wilton money paid
594 Siever v. Sir R. Peel money paid
781 Faughner v. Kentucky Timber, Coal, &c. Co. ld. contract
878 Mortimer v. Newton stockbroker's acct.
880 Joseph v. Hardman fraud. reps.
883 Cornforth & anr. v. Strahan stockbroker's acct.
886 Band (Pollock, B.) v. The Guardians of Orsett Union work
890 Bisset v. Cooper possession
893 Green v. Bellinger injunction
898 Georges v. Cruickshank money lent
900 The Marquess of Abergavenny, K.G. v. White & anr. possession
921 Pocock v. Rubinstein work
926 Royds v. Motion rent
930 MacConnell v. Brown work
935 Chadd v. Tabard Works ld. note
937 Harwood v. Briancourt possession
938 Berg, Sons & Co. v. Hall contract
941 Edwards v. Cole contract
942 Goble v. Goble interpleader issue

944 Dogliani v. Mann commission
946 Taylor & ors. v. White trespass

947 The Ecclesiastical Commrs. for England v. Bowley rent
950 Flory v. Walker goods sold
952 Corbaux v. Lawrence and Wife money received
954 Woods v. Smith money paid
956 Chapman v. Bird & anr. covenant
957 Gibbard v. Wheeler & ors. possession
963 Mannix v. Gregory detinue
965 Pearson & Co. v. Scott contract
967 Lovegrove v. Goodman issue
968 Ford, Fowler & Co. v. Same issue
977 Coote v. Holmes goods sold
979 Jaffe & Co. v. Held commission
984 Higgins v. Rouse agreement
985 The Projectile Co. ld. v. Wylie work
988 Hall v. Wall possession
989 Swinglehurst v. The Fortis Powder and Explosives Co. ld. work
990 Panse v. E. Mandeville money received
991 Panse v. A. M. Mandeville money received
995 Taylor v. Gladding trespass
996 Penton v. Ruffin covenant
997 Corrie v. Birsch goods sold
998 Keyl v. Keybar Engineering Company limited money lent
1005 Yorkshire Trust ld. (in liquidation) v. Sudeley declaration
1006 Verheyen v. Freeman covenant
1007 Oliver v. Davis & Sons ld. detinue
1008 Lefras v. Morgan & Co. detinue
1015 Bevis v. Skinner goods sold
1016 Hartridge v. McEwan money paid
1024 Brinsmead v. Lichtenstein detinue
1025 Clarke v. Sax & ors. contract
1026 Norman v. Pelican & ors. possession
1029 De Barreto v. Rolfe covenant
1031 The Hetty Gold Mine ld. v. Robinson call
1033 Harris v. Chiswell possession
1038 Woods v. Cramp fraud. reps.
1321 Cramp v. Woods bill
1039 Woods & anr. v. Burrows contract
1040 Wortley & anr. v. De Freitas goods sold
1041 Freeman v. Pape stockbroker's acct.
1042 Balls v. Lardner covenant
1045 Humphreys ld. v. Taylor work done
1046 The Maclaurin Phosphate Mining Syndicate ld. v. Adams calls
1052 Parkes v. Nightingale injunction
1054 Viard v. Rumball & Sons detinue
1065 Oetzmann and Company v. Long and Company money received
1068 Osman v. Raphael fraud. reps.
1069 Purkis & ors. v. Lawrence & ors trespass
1071 Jay v. Whitfield money paid
1074 Wearing v. Gehringer contract
1075 Chalk v. Chalk detinue
1078 Scallon v. Smith bond
1079 Roose v. Trower money paid
1080 Roose v. A. Trower money paid
1084 Humphreys v. Dinkelspiel rent
1085 De la Force v. The London Hydraulic Power Co. negligence
1086 Westein v. Bailey trover
1087 Gillett v. Sarda work
1090 Hall v. The Guardians of the Poor, St. Luke pers. inj.
1095 Matton v. Caldwell issue
1099 Pargeter v. Hewitt rent

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO APRIL 5TH, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex	179	204	383
Non-Juries			287
London	1	1	2
Commercial Causes			3
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV.			8
			683

NOTE.—This Summary shews the total number of Actions for Trial up to and inclusive of the above date.

Digitized by Google

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

Dates.	Lord Chief Justice.	Pollock B.	Hawkins J.	Mathew J.	Cave J.	Day J.	Wills J.	Grantham J.
1896.								
APRIL . . . 11	..	..	..	..	..	..	..	Northern Circuit
" 14	Divisional Court	Divisional Court	Nisi Prius	Nisi Prius Commercial List	Nisi Prius	Divisional Court	Nisi Prius	"
" 18	"	"	"	"	"	"	"	"
" 22	"	"	"	"	"	(Central Criminal Court intervening)	"	"
" 25	"	"	"	"	"	"	"	"
MAY . . . 6	"	"	"	"	"	"	"	"
" 18	"	"	"	"	"	"	"	End
" 20	"	"	Central Criminal Court	"	"	"	"	Divisional Court
" 22	"	"	"	"	"	"	"	"

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

EASTER SITTINGS, 1896.

PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

UNDEFENDED MATRIMONIAL CAUSES will be taken on Tuesday, 14th, and Wednesday, the 15th April.

COMMON JURY CAUSES, Thursday, 16th April, to Saturday, 25th April, inclusive.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF, Tuesday, 28th April, to Saturday, 9th May, inclusive.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

SPECIAL JURY CAUSES, Tuesday, 12th May, to Friday, 22nd May, inclusive.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

DIVISIONAL COURT, Tuesday, 5th May.

SUMMONSES BEFORE THE JUDGE will be heard at 11 o'clock, and Motions will be heard in Court at 12 o'clock on Monday, April 20th, and on each succeeding Monday during the Sittings.

Summonses before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays *must* be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock P.M. on the preceding Wednesday.

ADMIRALTY.

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Tuesday, April 14th, until Friday, May 22nd, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

Summonses in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for Summonses to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (*Room* 738), on the Wednesday preceding.

Summonses before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (*Room* 729 or 730), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 13th to October 23rd, and the Christmas Vacation, from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Waiting Room, 744.

Digitized by Google

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

CHARLES J.	VAUGHAN WILLIAMS J.	LAWRANCE J.	WRIGHT J.	COLLINS J.	BRUCE J.	KENNEDY J.	REMARKS.
..	..	..	..	..	..	..	
Divisional Court	Companies' work and Bankruptcy]	Nisi Prius	Divisional Court	Railway and Canal Commission.	Nisi Prius	Chambers	Mr. Justice VAUGHAN WILLIAMS will be sitting in Divisional Court in the event of Bankruptcy and Companies' Cases not being ready.
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	Northern Circuit	"	"	
"	"	"	North Eastern Circuit	"	"	"	
"	"	"	End	End	"	"	
"	"	"	Divisional Court	Nisi Prius	"	"	
"	"	"	"	"	"	"	

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

COUNCIL OF LEGAL EDUCATION.

PROSPECTUS OF LECTURES AND CLASSES

DURING

EASTER AND TRINITY EDUCATIONAL TERMS, 1896.

CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.

Reader . . . . . J. P. WALLIS, ESQ.

During Easter and Trinity Terms, 1896, the READER proposes to deliver Lectures and hold Classes in the following subjects:—

CONSTITUTIONAL LAW.

I. The Province of Constitutional Law—The Law and Custom of the Constitution—Written and Unwritten, Flexible, and Rigid Constitutions.
II. The Sovereignty of Parliament.
III. *Lex et Consuetudo Parliamenti*—The Crown and Parliament—The Duration of Parliaments.
IV. Parliament and Elections—Disqualifications for Membership—The Franchise.
V. The Privileges of Parliament—Conflicts with the Courts—Leading Cases.
VI. The House of Lords—Characteristics of Peerage—Creation of Peers—Life Peerages—Privileges—Conflicts with House of Commons.
VII. Parliamentary Procedure—Public Bills—Money Bills—Private Bills—The Cabinet and the House of Commons—Parliamentary Control.
VIII. Colonial Constitutions—History and Classifications of Responsible Government in the Colonies—Colonial Governors—Relations with the Home Government.
IX. The Rule of Law—Personal Liberty and Security—Remedies for infringement of—Habeas Corpus.
X. Offences against Public Order—Treason—Treason Felony—Unlawful Assembly—Conspiracy—Riot—The Riot Act—Martial Law.
XI. Freedom of Speech and of the Press—Historical Summary—The Libel Acts—Seditious and Blasphemous Libels.

The READER will continue his Classes in Constitutional History beginning with the Tudor Period.

EASTER TERM.

The first Lecture will be delivered on Thursday, 16th April, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Friday, 17th April, at 3 o'clock, and the subsequent Classes on Tuesdays at 3 o'clock, Thursdays at 11 o'clock, and Fridays at 3 o'clock.

TRINITY TERM.

The first Lecture will be delivered on Thursday, 4th June, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Friday, 5th June, at 3 o'clock, and the subsequent Classes on Tuesdays at 3 o'clock, Thursdays at 11 o'clock, and Fridays at 3 o'clock.

Digitized by Google

ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.

Reader . . . . . W. A. HUNTER, ESQ.
Assistant Reader . . J. E. C. MUNRO, ESQ.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

PUBLIC INTERNATIONAL LAW.

I. Definition of International Law—Sources and Authorities.
II. Rights of Sovereign States; independence, civil and criminal legislation; equality, property.
III. International Law relating to Embassies and Treaties.
IV. Rights of Belligerents arising out of the state of War.
V. Rights of War as to Neutrals.

JUNIOR LECTURES.

GENERAL PRINCIPLES OF THE LAW OF CONTRACTS.

I. Consent—Error.
II. Qualifications as to Time, Place, or Conditions.
III. Force, Fraud, and absence of Considerations.
IV. Illegality and Impossibility.
V. Incapacity.
VI. Agency.
VII. Release and other modes of ending Contracts.
VIII. Interest, *mora*, and measure of Damages.

In his Classes the READER will consider the Roman Contracts in detail, including Correality and accessory contracts.

The ASSISTANT READER will discuss the leading English cases relating to Private International Law.

EASTER TERM.

The first Senior Lecture will be delivered on Wednesday, 15th April, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Thursday, 16th April, at 12 o'clock; and the subsequent Senior Classes at the same hour on Tuesdays and Thursdays.

The first Junior Lecture will be delivered on Friday, 17th April, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Junior Class will be held on Saturday, 18th April, at 11 o'clock, and the subsequent Junior Classes on Mondays at 10 o'clock, and Tuesdays and Saturdays at 11 o'clock.

TRINITY TERM.

The first Senior Lecture will be delivered on Wednesday, 3rd June, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Thursday, 4th June, at 12 o'clock, and the subsequent Senior Classes at the same hour on Tuesdays and Thursdays.

The first Junior Lecture will be delivered on Friday, 5th June, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Junior Class will be held on Saturday, 6th June, at 11 o'clock, and the subsequent Junior Classes on Mondays at 10 o'clock, and Tuesdays and Saturdays at 11 o'clock.

THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.

Reader . . . . . SIR H. ELPHINSTONE, BART.
Assistant Reader . . JOHN GENT, ESQ.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

EASTER TERM.

I. Nature of Mortgage explained—General form of Mortgage-deed—The Mortgage debt a covenant for payment.
II. Legal Mortgage of Freeholds—The conveyance and proviso for redemption.
III. Legal position of Mortgagor and Mortgagee respectively—Restrictions in the right of redemption.
IV. Remedies of Mortgagee independent of Statute.
V. Special and Statutory Powers.

TRINITY TERM.

I. Mortgage of Leaseholds.
II. Mortgage of Copyholds.
III. Transfers of Mortgages, and Reconveyances.
IV. Equitable Mortgages.
V. Mortgages to Trustees.

JUNIOR LECTURES.

EASTER TERM.

I. General form of Lease.
To whom are rents reserved? With whom should lessees covenants be entered into? Covenants by lessor implied by demise—Covenant for quiet enjoyment—Covenants in under-lease.
II. Leases—Interest of husband in wife's Leaseholds—Remedies for landlord for his rent, given by law and by express contract—Licence to commit breach of covenant—What covenants run with the land or the reversion.
III. Assignments and Mortgages of Leaseholds.

TRINITY TERM.

I. Manor—demesne lands—tenemental lands—Copyholds—Nature of interest of tenant—Interest of husband in wife's land and of wife in husband's land.
II. Surrender—descent—devise.
III. Admission—Conveyance on Sale—Mortgages.
IV. Forfeiture—Fines—Seizure quousque—Heriots.
V. Choses in Action.

EASTER TERM.

The first Senior Lecture will be delivered on Wednesday, 15th April, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Friday, 17th April, at 2 o'clock, and the subsequent Senior Classes at the same hour on Tuesdays and Fridays.

The first Junior Lecture will be delivered on Wednesday, 15th April, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Friday, 17th April, at 11 o'clock, and the subsequent Junior Classes at the same hour on Mondays, Tuesdays, and Fridays.

TRINITY TERM.

The first Senior Lecture will be delivered on Wednesday, 3rd June, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Friday, 5th June, at 2 o'clock, and the subsequent Senior Classes at the same hour on Tuesdays and Fridays.

The first Junior Lecture will be delivered on Wednesday, 3rd June, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Friday, 5th June, at 12 o'clock, and the subsequent Junior Classes at the same hour on Mondays, Tuesdays, and Fridays.

LAW AND EQUITY.

Reader . . . . . EDMUND ROBERTSON, ESQ., Q.C.
Assistant Reader . . J. A. HAMILTON, ESQ.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

Digitized by Google

SENIOR LECTURES.

CONTRACTS OF SALE OF GOODS (SALE OF GOODS ACT, 1893).

I. The Contract of Sale; its essential elements.
The thing sold.
The price.
II. EFFECT OF THE CONTRACT IN PASSING PROPERTY.
Specific Goods.
Unascertained Goods—Appropriation.
III. Reservation of Jus disponendi.
Supplemental questions.
IV. Conditions and Warranties.
V. Performance of the contract—Duties of Buyer and Seller.
VI. Unpaid Vendor's Lien.
VII. Stoppage in transitu.
VIII. Remedies of Buyer and Seller.

JUNIOR LECTURES.

THE CONTRACTS OF CORPORATIONS.

I. Essential characteristics of a Corporation.
Sketch of development of Corporation Law in England.
Corporations classified.
(a) According to origin.
(b) According to purpose.
(c) According to constitution.
Corporations Sole and Aggregate.
Foreign Corporations.
II. CONTRACTS BY AND WITH CORPORATIONS.
1. Formal requisites.
The necessity for Sealing—Common Law rule and recognised exceptions.
Statutory provisions.
Effect of absence of Seal.
2. Contracts made by Agents.
3. Capacity to Contract.
Limitation of capacity in general.
Reasons for limiting capacity in particular cases.
Contracts *Ultra Vires*.
4. Ratification by Corporation.
5. Liability of Members or Shareholders.

The ASSISTANT READER will hold Classes in Easter Term in continuation of his course on "Torts" (Wrongs to Goods and Lands), and in Trinity Term on "The Elements of the Contracts of Suretyship and Indemnity."

EASTER TERM.

The first Senior Lecture will be delivered on Thursday, 16th April, at 2 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Senior Class will be held on Monday, 20th April, at 2 o'clock, and the subsequent Senior Classes at the same hour on Wednesdays and Mondays.

The first Junior Lecture will be delivered on Wednesday, 15th April, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Thursday, 16th April, at 10 o'clock, and the subsequent Junior Classes at the same hour on Saturdays, Tuesdays, and Thursdays.

TRINITY TERM.

The first Senior Lecture will be delivered on Thursday, 4th June, at 2 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Senior Class will be held on Monday, 8th June, at 2 o'clock, and the subsequent Senior Classes at the same hour on Wednesdays and Mondays.

The First Junior Lecture will be delivered on Wednesday, 3rd June, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Thursday, 4th June, at 10 o'clock, and the subsequent Junior Classes at the same hour on Saturdays, Tuesdays, and Thursdays.

Reader . . . . . A. HOPKINSON, ESQ., Q.C.
Assistant Reader . . O. A. SAUNDERS, ESQ.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

On Mondays, at 4 p.m.

WINDING-UP OF COMPANIES.

I. Constitution of Companies.
Nature of Shares.
Nature of Debentures.
Increase and Reduction of Capital.
II. Grounds for Winding-up.
III. Appointment of Liquidators.
Meetings of Creditors and Contributories.
IV. & V. List of Contributories.
Rectification of Register, sect. 35 of the Act of 1862.
Calls, sect. 25 of the Act of 1867.
VI. & VII. Lists of Creditors, and Distribution of Assets—Dissolution of the Company.

The READER proposes during Trinity Term also to deliver two Lectures on the Finance Act, 1894.

JUNIOR LECTURES.

On Fridays, at 4 p.m.

PRINCIPLES OF EQUITY (*continued*).

I. Equitable relief against strict legal results of acts of parties.
Mortgages; Relief against forfeitures and penalties.
Peachy v. *Duke of Somerset*.
II. He who comes into Equity must do Equity.
Elibank v. *Montolieu*.
III. Acquiescence and Delay.
Ramsden v. *Dyson*.
IV., V., & VI. Effect of the Judicature Act.
Transfer of jurisdiction. Sect. 16.
Assignment of business. Sect. 34.
Change of Procedure.
Abolition of injunction against legal proceedings. Sect. 24.
Examples of equitable rules to be recognised. Sect. 25.
" " remedies to be used.

In the Senior Classes some of the above subjects will be treated in greater detail.

The ASSISTANT READER will continue his course on "Trusts."

EASTER TERM.

TRUSTS, PART II.—THE TRUSTEE.

I. His ESTATE and OFFICE distinguished—Acceptance and Disclaimer.
The Estate under—(1) The Statute of Uses; (2) The Wills Act, sects. 30 and 31.

II. THE OFFICE.
THE APPOINTMENT OF NEW TRUSTEES—
(1) By Consent; (2) By the terms of the Trust; (3) By the Statutory power; (4) By the Court under (A) The Trustee Act, 1893, (B) The General Jurisdiction.
THE RETIREMENT AND REMOVAL OF TRUSTEES (under corresponding heads).
General Rules of Equity respecting the Office, and the conduct of Trustees therein.

III. THE DUTIES OF TRUSTEES.
(1) To receive and get in the trust property; (2) To keep it safely; (3) To convert; (4) To invest; (5) To distribute; (6) Generally.

IV. THE LIABILITIES OF TRUSTEES.
(1) Criminal; (2) Civil, Joint and Several Liability, Primary and Secondary Liability.

V. THE POWERS OF TRUSTEES.
(1) General; (2) Statutory under (A) The Conveyancing Acts; (B) The Settled Land Acts; (C) The Trustee Act, 1893.

[*Continued on p. 98.*]

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

EASTER EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Lecture Rooms and Class Room in the INNER TEMPLE, *to commence on Wednesday, the 15th April, and be continued according to the subjoined Time Table until the 9th May.*

	MONDAY.			TUESDAY.			WEDNESDAY.		
	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.
10—11	Mr. HOPKINSON. Class.	Mr. MUNRO. Class.			Mr. HAMILTON. Class.		Mr. HUNTER. Senior Lecture. First Lecture, 15th April.		
11—12		Mr. SAUNDERS. Class.		Mr. MUNRO. Class.				Mr. SAUNDERS. Class. First Class, 15 th April.	
12—1	Sir H. ELPHINSTONE. Class.			Mr. HUNTER. Class.	Sir H. ELPHINSTONE. Class.		Sir H. ELPHINSTONE. Junior Lecture. First Lecture, 15th April.		
1—2									
2—3		Mr. ROBERTSON. Class. First Class, 20th April.		Mr. GENT. Class.			Mr. ROBERTSON. Class.		
3—4	Mr. HENRY Class.					Mr. WALLIS. Class.		Mr. ROBERTSON. Junior Lecture. First Lecture, 15th April.	
4—5		Mr. HOPKINSON. Senior Lecture. First Lecture, 20th April.		Mr. HENRY. Class.			Mr. GENT. Senior Lecture. First Lecture, 15th April.		

LECTURE ROOM A is under the Inner Temple Library. Entrance in King's Bench Walk.
LECTURE ROOM B is at 3, King's Bench Walk.
The CLASS ROOM is in Tanfield Court.

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

EASTER EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Lecture Rooms and Class Room in the INNER TEMPLE, *to commence on Wednesday, the 15th April, and be continued according to the subjoined Time Table until the 9th May.*

THURSDAY.			FRIDAY.			SATURDAY.			
LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	
	Mr. HAMILTON. Class. First Class, 16th April.		Mr. HUNTER. Junior Lecture. First Lecture, 17th April.			Mr. HOPKINSON. Class. First Class, 25th April.	Mr. HAMILTON. Class.		10—11
		Mr. WALLIS. Class.		Mr. SAUNDERS. Class.			Mr. MUNRO. Class. First Class, 18th April.		11—12
Mr. HUNTER. Class. First Class, 16th April.			Sir H. ELPHINSTONE. Class. First Class, 17th April.			Mr. HENRY. Class. First Class, 18th April.			12—1
									1—2
	Mr. ROBERTSON. Senior Lecture. First Lecture, 16th April.		Mr. GENT. Class. First Class, 17th April.						2—3
Mr. WALLIS. Lecture. First Lecture, 16th April.					Mr. WALLIS. Class. First Class, 17th April.				3—4
	Mr. HENRY. Lecture. First Lecture, 16th April.			Mr. HOPKINSON. Junior Lecture. First Lecture, 17th April.					4—5

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

TRINITY EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Lecture Romos and Class Room in the INNER TEMPLE, *to commence on Wednesday, the 3rd June, and be continued according to the subjoined Time Table until the 4th July.*

	MONDAY.			TUESDAY.			WEDNESDAY.		
	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.
10—11	Mr. HOPKINSON. Class.	Mr. MUNRO. Class.			Mr. HAMILTON. Class.		Mr. HUNTER. Senior Lecture. First Lecture, 3rd June.		
11—12		Mr. SAUNDERS. Class.		Mr. MUNRO. Class.				Mr. SAUNDERS. Class. First Class. 3rd June.	
12—1	Sir H. ELPHINSTONE. Class.			Mr. HUNTER. Class.	Sir H. ELPHINSTONE. Class.		Sir H. ELPHINSTONE. Junior Lecture. First Lecture, 3rd June.		
1—2									
2—3		Mr. ROBERTSON. Class. First Class, 8th June.		Mr. GENT. Class.			Mr. ROBERTSON. Class.		
3—4	Mr. HENRY. Class.					Mr. WALLIS. Class.		Mr. ROBERTSON. Junior Lecture. First Lecture, 3rd June.	
4—5		Mr. HOPKINSON. Senior Lecture. First Lecture, 8th June.		Mr. HENRY. Class.			Mr. GENT. Senior Lecture. First Lecture, 3rd June.		

LECTURE ROOM A is under the Inner Temple Library. Entrance in King's Bench Walk.
LECTURE ROOM B is at 3, King's Bench Walk.
The CLASS ROOM is in Tanfield Court.

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

TRINITY EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Lecture Rooms and Class Room in the INNER TEMPLE, *to commence on Wednesday, the 3rd June, and be continued according to the subjoined Time Table until the 4th July.*

THURSDAY.			FRIDAY.			SATURDAY.			
LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	LECTURE ROOM. A.	LECTURE ROOM. B.	CLASS ROOM.	
	Mr. HAMILTON. Class. First Class, 4th June.		Mr. HUNTER. Junior Lecture. First Lecture, 5th June.			Mr. HOPKINSON. Class. First Class, 13th June.	Mr. HAMILTON. Class.		10—11
		Mr. WALLIS. Class.		Mr. SAUNDERS. Class.			Mr. MUNRO. Class. First Class, 6th June.		11—12
Mr. HUNTER. Class. First Class, 4th June.			Sir H. ELPHINSTONE. Class. First Class, 5th June.			Mr. HENRY. Class. First Class, 6th June.			12—1
									1—2
	Mr. ROBERTSON. Senior Lecture. First Lecture, 4th June.		Mr. GENT. Class. First Class, 5th June.						2 - 3
Mr. WALLIS. Lecture. First Lecture, 4th June.					Mr. WALLIS. Class. First Class, 5th June.				3—4
Mr. HENRY. Lecture. First Lecture, 4th June.				Mr. HOPKINSON. Junior Lecture. First Lecture, 5th June.					4—5

Digitized by Google

[*Continued from p. 93.*]

VI. THE RIGHTS OF TRUSTEES.
(1) Reimbursement; (2) Release and Indemnity; (3) Lien; (4) Remuneration (under exceptional conditions).

VII. MISCELLANEOUS MATTERS.
LITIGATION BY AND AGAINST TRUSTEES—
(1) The Representative capacity of Trustees; (2) The effect of litigation on the powers of Trustees; (3) Costs of Trustees; (4) Sundry.

VIII. The Trustee Acts, 1888, 1893, 1894.

TRINITY TERM.

TRUSTS, PART III.—THE CESTUIQUE TRUST.

I. Equitable Ownership: The status and Right of possession of Equitable Owners.
II. " " The right to enforce the Trust and secure the Trust property.
III. " " The right to follow the Trust property or its proceeds.
IV. " " The right of alienation (Equitable Assignment).
V. " " The devolution on death (Conversion and Re-conversion).
VI. " " The remedies of Equitable Owners —(1) Specific; (2) Pecuniary.
VII. The Powers of a Tenant for life.
VIII. The Determination of a Trust—(1) By direction of the beneficiaries; (2) By estoppel or acquiescence; (3) By Statutes of Limitation; (4) By Purchase for value without notice; (5) By Merger of the Legal and Equitable Interests.

EASTER TERM.

The first Junior Lecture will be delivered on Friday, 17th April, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Senior Lecture will be delivered on Monday, 20th April, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first Senior Class will be held on Saturday, 25th April, at 10 o'clock, and the subsequent Senior Classes at the same hour on Mondays and Saturdays.

The first Junior Class will be held on Wednesday, 15th April, at 11 o'clock, and the subsequent Junior Classes at the same hour on Fridays, Mondays, and Wednesdays.

TRINITY TERM.

The first Junior Lecture will be delivered on Friday, 5th June, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Senior Lecture will be delivered on Monday, 8th June, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first Senior Class will be held on Saturday, 13th June, at 10 o'clock, and the subsequent Senior Classes at the same hour on Mondays and Saturdays.

The first Junior Class will be held on Wednesday, 3rd June, at 11 o'clock, and the subsequent Junior Classes at the same hour on Fridays, Mondays, and Wednesdays.

EVIDENCE, PROCEDURE, CIVIL AND CRIMINAL, AND CRIMINAL LAW.

Reader . . . . . A. HENRY, ESQ.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

EASTER TERM.

EVIDENCE:—
(1) Hearsay Evidence.
(2) Secondary Evidence.

CRIMINAL PROCEDURE:—
(1) Proceedings before Justices at Petty Sessions.
(2) Proceedings by Information and Indictment.

CRIMINAL LAW:—
Offences against Property.

TRINITY TERM.

EVIDENCE:—
(1) Functions of Judge in Jury Trials.
(2) Matters judicially noticed without proof.
(3) Presumptive Evidence.

PROCEDURE:—
(1) Discovery.
(2) Proceedings in a criminal trial, and appeals on poi of law.

CRIMINAL LAW:—
(1) Offences against the State.
(2) Offences against Public Justice.
(3) Offences against the Public Peace.

EASTER TERM.

The first Lecture will be delivered on Thursday, 16th April, 4 o'clock, and the Lectures will be continued at the same hour subsequent Thursdays.

The first class will be held on Saturday, 18th April, at 12 o'clo and the subsequent Classes on Mondays at 3 o'clock, Tuesdays 4 o'clock, and Saturdays at 12 o'clock.

TRINITY TERM.

The first Lecture will be delivered on Thursday, 4th June, 4 o'clock, and the Lectures will be continued at the same hour subsequent Thursdays.

The first Class will be held on Saturday, 6th June, at 12 o'clo and the subsequent Classes on Mondays at 3 o'clock, Tuesdays 4 o'clock, and Saturdays at 12 o'clock.

NOTE.—The Lectures are free to Members of the Bar.

Particulars as to Fees payable by gentlemen, not being Members of Inn of Court, may be obtained upon application to the Clerk of Council, Lincoln's Inn Hall, W.C.

MACNAGHTEN,
Chairman of Council of Legal Educatio

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN,
March, 1896.

COUNCIL OF LEGAL EDUCATION.

TRINITY PASS EXAMINATION, 1896.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of Students is requested to the following Rules:—

No Student shall receive from the Council the Certificate of Fitn for Call to the Bar required by the four Inns of Court unless he sh have passed a satisfactory Examination as follows:—

Candidates will be examined in the following subjects, in addiri to Roman Law—

I. Law of Real and Personal Property.
II. Law of Contracts and Torts.
III. Principles of Equity.
IV. Evidence, Procedure, and Criminal Law.
V. Constitutional Law and Legal History.

Students have the option of passing the Examination in the subj of Roman Law, and in the subject of Constitutional Law and Le History, or in either of such subjects separately from other subjects.

Students who present themselves for examination and whose pape show that they had no reasonable expectation of passing may

Digitized by Google

ordered not to be admitted for examination again until the expiration of such time as the Council may direct.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law;

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in *May* next, to which a Student of any of the Inns of Court who is desirous of becoming a Candidate for a Certificate of Fitness for being called to the Bar, or of passing the Examination in Roman Law (and or) Constitutional Law and Legal History, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 11th day of May* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in Roman Law (and or) Constitutional Law and Legal History under the above-stated Rule.

The Examination will commence on *Monday, the 18th day of May* next, and will be continued on the *Tuesday* and *Wednesday* following.

It will take place in Lincoln's Inn Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

Monday Morning, 18th May, at Ten, on the Law of Real and Personal Property and Conveyancing.
Monday Afternoon, 18th May, at Two, on Law and Equity, first paper.
Tuesday Morning, 19th May, at Ten, on Law and Equity, second paper.
Tuesday Afternoon, 19th May, at Two, on Evidence, Procedure, and Criminal Law.
Wednesday Morning, 20th May, at Ten, on Roman Law.
Wednesday Afternoon, 20th May, at Two, on Constitutional Law and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in the LAW of REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Mortgages.
Settlements and Wills.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

SECOND PAPER.

Trusts.
Principles of Equity.
Administration of Assets on Death.
Partnership and Winding up of Companies.

The EXAMINERS in ROMAN LAW will examine in the following subjects:—

I. Law of Persons—Slavery; *Patria Potestas;* Husband and Wife; *Tutela; Cura.*
II. Law of Property—*Dominium; Possessio;* Servitudes, personal and prædial; *Emphyteusis;* Mortgage.
III. Law of Contract—Formal Contracts; Contracts *re;* Contracts for valuable consideration in money; Correality; Accessory Contracts; *Fidejussio; Mandatum; Pecunia Constituta;* Elements common to all Contracts.
IV. Delicts.
V. Wills, Legacies, and Trusts.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. The Constitutional History of England.

The EXAMINERS in EVIDENCE, PROCEDURE, CIVIL and CRIMINAL, and CRIMINAL LAW will examine in the following subjects:—

The Elements of Procedure, Civil and Criminal.
The Elements of Evidence.
Criminal Law.

The above subjects will be examined upon so far only as treated in the Lectures and Classes since Easter Term, 1894.

NOTE.—The Michaelmas Pass Examination will be held in Gray's Inn Hall, 13th, 14th, and 15th October.

Last day for entry of names, Monday, 5th October.

MACNAGHTEN,
Chairman of Council of Legal Education.

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
March, 1896.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Walter Oswald Vizard and Charles Lothian Nicholson (Vizard & Nicholson), Solicitors, 13, Clement's Inn, Strand, by mutual consent as from April 1.

APPOINTMENT.

April 2. The Queen has been pleased to appoint Charles King Francis, Esq., Barrister-at-Law, to be one of the Magistrates of the Police Courts of the Metropolis, in the room of Henry Jeffreys Bushby, Esq., who has retired.

Digitized by Google

The Incorporated Council of Law Reporting for England and Wales.

THE QUINQUENNIAL DIGEST, 1891–5.

GRATIS TO SUBSCRIBERS TO THE LAW REPORTS FOR 1896,

But only to those who pay the Subscription during the current year.

The above will shortly be ready. Those Subscribers who desire to have it bound are requested to intimate their wish to the Publishers at the earliest opportunity, that no delay may occur in its delivery.

The cost of binding according to the office pattern will be as under:—

HALF CALF - - 4s. 0d. | CALF - - 5s. 0d.

WILLIAM CLOWES AND SONS, Limited, Printers and Publishers to the Council,
27, FLEET STREET, LONDON, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1896.

THE COURT OF APPEAL.

APPEAL COURT I.—NOTICES.

Queen's Bench Interlocutory Appeals will be taken in COURT I. on Tuesday, April 14, and afterwards on every Monday in Easter Sittings. Bankruptcy Appeals will be taken on Friday, April 17, and following Fridays.

Queen's Bench Final Appeals and New Trial Motions will be taken in COURT I. in alternate weeks during the Sittings. New Trial Motions will be taken in COURT I. on Tuesday, April 14, and following day in that week. Final Appeals in the second week.

On Mondays and Fridays Final Appeals or New Trial Motions will be taken if there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Admiralty Appeals (with Assessors) will be taken in COURT I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in COURT II. on Tuesday, April 14, and afterwards on every Wednesday in Easter Sittings.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in COURT II. until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper, Chancery Final Appeals will be added on Interlocutory days.

APPEALS from the Lancaster and Durham Palatine Courts (if any) will be taken in COURT II. on Thursday, April 16, and Thursday, May 7.

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal List, the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

From the Chancery Division.

JUDGMENT RESERVED.

FINAL LIST.

Cunnack — Edwards appl. of Attorney-Gen. from order of Mr. Justice Chitty, dated March 23, 1895 restored c. a. v. Nov. 4 (Present, The Lord Chancellor, Lord Justice A. L. Smith, and Lord Justice Rigby)

From the Chancery Division.

FINAL LIST.

1895.

1 In re Vaughan Hughes / Lark — Vaughan Hughes appl. of Pltffs. from order of Mr. Justice Kekewich, dated June 20, 1895 part heard (s. o., by order, Nov. 14, 1895) July 24

2 In re Same / Same — Same appl. of Defts. Lark, Sons & Co. ld. from order of Mr. Justice Kekewich, dated June 20, 1895 part heard (s.o. by order, Nov. 14, 1895) August 2

3 In re Whettam / Parsons — Donnithorne appl. of Defts., N. Donnithorne and anr. from order of Mr. Justice North, dated May 3, 1895 (not before May 1) August 9

4 In re Pitcairn / Brandreth — Colvin appl. of Pltff. from order of Mr. Justice North, dated Nov. 5, 1895 (s.o. June 5) December 16

1896.

5 In re Swift / Harrison — Ward appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 7, 1895 February 6

6 Biggerstaffe / Howard — Rowatt's Wharf ld. Rowatt's Wharf ld. appl. of Harvey, Brand and Co. from order of Mr. Justice North, dated Jan 29, 1896 February 11

7 Savage — D. B. Harris & Son appl. of Defts. from order of Mr. Justice Chitty, dated Feb. 8, 1896 February 12

8 Shaw — Abrahamson appl. of Pltffs. from order of Mr. Justice Kekewich, dated Feb. 5, 1896 February 12

9 Rouse — Rouse appl. of Defts. from order of Mr. Justice Kekewich, dated Jan. 29, 1896 February 17

10 In re J. F. Clarke's Trade Mark, No. 206,870 & Trade Marks Acts, 1883 & 1888 appl. of Julius Sax and Co. ld. from order of Mr. Justice North, dated Feb. 8, 1896 order not perfected February 17

11 Meir — Bratt appl. of Defts. R. H. Parker & crs. from order of Mr. Justice Kekewich, dated Nov. 7, 1895 February 26

12 In re The Puerto, Cabello & Valencia Ry. Co. ld. and Companies Acts, 1860 to 1890 appl. of The Puerto, Cabello & Valencia Ry. Co. ld. from order of Mr. Justice Stirling, dated Jan. 11, 1896 February 27

13 Edwards — Walters appl. of Defts. T. Walters and anr. from order of Mr. Justice Kekewich, dated Jan. 31, 1896 March 3

14 Powell — Wedderburn appl. of Pltff. from order of Mr. Justice Romer, dated Dec. 4, 1895 March 3

15 Pneumatic Tyre Co. ld. v. Caswell appl. of Pltffs. from order of Mr. Justice Kekewich, dated Feb. 19, 1896 March 4

16 In re Lord Ongley / Ottley — Turner appl. of Pltffs. from order of Mr. Justice Stirling, dated March 4, 1896 March 5

17 In re The Hemp Yarn & Cordage Co. ld. & Companies Acts appl. of Edwin Waterhouse from order of Mr. Justice Vaughan Williams, dated Feb. 19, 1896 March 5

18 In re The Lands Securities Co. ld. & Companies Acts, 1862 to 1890 appl. of Edwin Waterhouse from order of Mr. Justice Vaughan Williams, dated Feb. 14, 1896 March 6

19 In re E. Franklin & Co. ld. & Companies Acts, 1862 to 1890 appl. of Applicant from order of Mr. Justice Kekewich, dated Feb. 27, 1896 order not perfected March 7

20 Tillbrook — Burford-Hancock appl. of Deft. Dame A. M. Burford-Hancock from order of Mr. Justice Kekewich, dated Feb. 24, 1896 order not perfected (s.o. 7 days after No. 27 disposed of) March 9

21 Malcolm — Burford-Hancock appl. of Deft. Dame A. M. Burford-Hancock from order of Mr. Justice Kekewich, dated Feb. 13, 1896 March 9

22 In re The Lands Securities Co. ld. & Co.'s Acts, 1862 to 1890 appl. of Alfred Farquhar (contributory) from order of Mr. Justice Vaughan Williams, dated Feb. 29, 1896 March 9

23 Pneumatic Tyre Co. ld. v. Caswell appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 19, 1896 March 9

[*Continued on page* 106]

Digitized by Google

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1896.

	COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
	APPEAL COURT, I. *Final and Interlocutory Appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.*	**APPEAL COURT, II.** *Final and Interlocutory Appeals from the Chancery and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.*	**CHANCERY COURT, I.** Before Mr. Justice CHITTY.	**CHANCERY COURT, II.** Before Mr. Justice NORTH.
TUESDAY, April 14	Ap. Mns. *ex p*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if required.	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Apps. if required.	Mns. & Non-Witness List.	Motions and Adj. Summs.
WEDNESDAY „ 15	New Trial Paper	Chancery Final Appeals	Non-Witness List	Adjourned Summonses
THURSDAY „ 16	Ditto	County Palatine Aps. and Chancery Final Appeals.	Ditto	Ditto
FRIDAY „ 17	Bkcy. Aps. and New Trial Paper.	Chancery Final Appeals	Mns. & Non-Witness List.	Motions and Adj. Summs.
SATURDAY „ 18	New Trial Paper	Ditto	Pets., Short Cau., Op. Pets., Pro. Sums., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY „ 20	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and Q.B. Final Appeals if required.	Ditto	Sitting in Chambers	Sitting in Chambers.
TUESDAY „ 21	Q.B. Final Appeals	Ditto	Witness List	Non-Witness Actions
WEDNESDAY „ 22	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if required.	Ditto	Ditto
THURSDAY „ 23	Ditto	Chancery Final Appeals	Ditto	Mns. for Mr. Justice CHITTY & Non-Witness Actions.
FRIDAY „ 24	Bkcy. Aps. & Q.B. Final Appeals.	Ditto	Ditto	Motions and Adj. Summs.
SATURDAY „ 25	Q.B. Final Appeals	Ditto	Ditto	Sht. Cau., Pets., including Unop. Pets. for Mr. Justice CHITTY, Fur. Cons., and Adjourned Summs.
MONDAY „ 27	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if required.	Ditto	Sitting in Chambers	Sitting in Chambers
TUESDAY „ 28	New Trial Paper	Ditto	Witness List	General Paper
WEDNESDAY „ 29	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if required.	Ditto	Ditto
THURSDAY „ 30	Ditto	Chancery Final Appeals	Ditto	Mns. for Mr. Justice CHITTY and General Paper.
FRIDAY, May 1	Bkcy. Aps. and New Trial Paper.	Ditto	Ditto	Motions and Adj. Summs.
SATURDAY „ 2	New Trial Paper	Ditto	Ditto	Sht. Cau., Pets., including Unop. Pets. for Mr. Justice CHITTY, Fur. Cons., and Adjourned Summs.
MONDAY „ 4	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and Q.B. Final Appeals if required.	Ditto	Sitting in Chambers	Sitting in Chambers
TUESDAY „ 5	Q.B. Final Appeals	Ditto	Non-Witness List	Witness Actions
WEDNESDAY „ 6	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Apps. if required.	Ditto	Ditto

Digitized by Google

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1896.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.			
Motns., Adjd. Sumns., & Gen. Paper	The following will be the Order of Business according to the days of the week:—	Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from April 14th to May 22nd, both inclusive.	TUESDAY,	April	14
General Paper	Monday—Sitting in Chambers.		WEDNESDAY	„	15
Ditto	Tuesday, Wednesday, Thursday — General Paper.		THURSDAY	„	16
Motns., Adjd. Sumns., & Gen. Paper	Friday—(except April 24th, and May 1st), Motions and Non-Witness Actions or Adjourned Summonses.		FRIDAY	„	17
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY	„	18
Sitting in Chambers	The first day of the Sittings, Tuesday, April 14th, and the last day of the Sittings, Friday, May 22nd, will also be Motion days.		MONDAY	„	20
Adjourned Summonses and General Paper	In addition Mr. Justice STIRLING's Motions and Unopposed Petitions will be taken on Thursday, May 7.		TUESDAY	„	21
Ditto	Saturday (except April 25th and May 2nd)—Short Causes, Petitions, and Non-Witness Actions, or Adjourned Summonses.		WEDNESDAY	„	22
Motions for Mr. Justice KEKEWICH, Adjd. Sumns., and Gen. Paper.	Actions for Trial with Witnesses will be taken on Tuesday, April 21st, and continued until the end of the following week. Motions and Unopposed Petitions will be heard during that period by Mr. Justice STIRLING.		THURSDAY	„	23
Motns., Adjd. Sumns., & Gen. Paper			FRIDAY	„	24
Sht. Cau., Petns. (including Unop. Petns. for Mr. Justice KEKEWICH), Adjd. Sumns., and General Paper.			SATURDAY	„	25
Sitting in Chambers	Actions for Trial with Witnesses will also be taken at other times. Notice will be given in the Daily Cause List.		MONDAY	„	27
Adjd. Sumns., and General Paper	*Business in the Liverpool and Manchester District Registries will be taken as follows:—*		TUESDAY	„	28
Ditto			WEDNESDAY	„	29
Motions for Mr. Justice KEKEWICH Adjd. Sumns., and Gen. Paper.	Summonses in Chambers on the Afternoons of Fridays, April 17th and May 8th.		THURSDAY	„	30
Motns., Adjd. Sumns., & Gen. Paper	Motions, Short Causes, Petitions, and Adjourned Summonses on Saturdays, April 18th and May 9th.		FRIDAY,	May	1
Sht. Cau., Petns. (including Unop. Petns. for Mr. Justice KEKEWICH), Adjd. Sumns., and General Paper.			SATURDAY	„	2
Sitting in Chambers			MONDAY	„	4
Witness Actions			TUESDAY	„	5
Ditto			WEDNESDAY	„	6

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1896—*continued.*

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT, I.	APPEAL COURT, II.	CHANCERY COURT, I. Before Mr. Justice CHITTY.	CHANCERY COURT, II. Before Mr. Justice NORTH.
THURSDAY,	May 7	Q. B. Final Appeals	County Palatine Aps. and Chancery Final Appeals.	Mns. for Mr. Justice NORTH and Non-Witness List.	Witness Actions
FRIDAY	„ 8	Bkcy. Aps. & Q.B. F. Aps.	Chancery Final Appeals	Mtns. & Non-Witness List	Ditto
SATURDAY	„ 9	Q. B. Final Appeals	Ditto	Pets. (including Unop. Pets. for Mr. Justice NORTH), Sht. Cau., Pro. Sums., Op. Pets., & Non-Wit. List.	Ditto
MONDAY	„ 11	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if required.	Ditto	Sitting in Chambers.	Sitting in Chambers.
TUESDAY	„ 12	New Trial Paper	Ditto	Non-Witness List	Witness Actions
WEDNESDAY	„ 13	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Apps. if required.	Ditto	Ditto
THURSDAY	„ 14	Ditto	Chancery Final Appeals	Mns. for Mr. Justice NORTH and Non-Witness List	Ditto
FRIDAY	„ 15	Bkcy. Aps. & N. T. Paper	Ditto	Mns. & Non-Witness List.	Ditto
SATURDAY	„ 16	New Trial Paper	Ditto	Pets. (including Unop. Pets. for Mr. Justice NORTH), Sht. Cs., Op. Pets., Pro. Sumns., & Non-Wit. List.	Ditto
MONDAY	„ 18	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and Q. B. Final Apps. if required.	Ditto	Sitting in Chambers.	Sitting in Chambers
TUESDAY	„ 19	Q. B. Final Appeals	Ditto	Non-Witness List	General Paper.
WEDNESDAY	„ 20	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Apps. if required.	Ditto	Ditto
THURSDAY	„ 21	Ditto	Chancery Final Appeals	Mtns. & Non-Witness List	Ditto
FRIDAY	„ 22	Bkcy. Aps. & Q. B. F. Aps.	Ditto	Remg. Mns. & Non-W. List	Mtns. and Adjd. Sumns.

N.B.—*Admiralty Appeals* (with Assessors) *will be taken on days to be appointed by the Court.*

N.B.—*Lunacy Matters* (*if any*) *are taken in* APPEAL COURT II., *on every Monday at Eleven until further notice.*

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal List, the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

N.B.—The Witness List will probably be taken on some days other than those above appointed, of which due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two copies of Minutes of the proposed Judgment or Order *must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.*

N.B.—The following papers on Fur. Con. are required for the use of the Judge, viz.—*Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings; and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.*

Any Cause intended to be heard as a Short Cause *must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk the day before the Cause is to be put in the Paper.*

Digitized by Google

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1896—continued.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
Witness Actions	[*See page* 103]	[*See page* 103]	THURSDAY, May 7
Ditto			FRIDAY " 8
Ditto			SATURDAY " 9
Sitting in Chambers			MONDAY " 11
Witness Actions			TUESDAY " 12
Ditto			WEDNESDAY " 13
Ditto			THURSDAY " 14
Motns., Adjd. Sumns., & Gen. Paper			FRIDAY " 15
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY " 16
Sitting in Chambers			MONDAY " 18
General Paper			TUESDAY " 19
Ditto			WEDNESDAY " 20
Ditto			THURSDAY " 21
Motns., Adjd. Sumns., & Gen. Paper			FRIDAY " 22

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the cause is to be put in the Paper.

Digitized by Google

[*Continued from page* 101]

24 In re T. Wainwright / Wainwright — Hodgson appl. of Pltff. & C. Wainwright, widow, from order of Mr. Justice North, dated Feb. 5, 1896 March 12

25 In re Hiscoe / Hiscoe — Waite appl. of Thomas Hiscoe from order of Mr. Justice Kekewich, dated Feb. 29, 1896 order not perfected March 13

26 In re The Vendor & Purchaser Act, 1874, & In re Stuart & Olivant & Seadon's Contract appl. of Charles Seadon from order of Mr. Justice Stirling, dated March 10, 1896 March 13

27 M. E. M. Watkins (Petnr.) v. W. T. P. Watkins (Respt.) Divorce appl. of Respt. from order of the President, dated Jan. 27, 1896 March 17

28 In re The International Commercial Co. ld. & Co.'s Acts, 1862 to 1890 appl. of John Oakden Swift from order of Mr. Justice Romer, dated March 9, 1896 March 18

29 In re The Kingston Cotton Mill Co. ld. & Co.'s Acts appl. of Benjamin Pickering & anr. from order of Mr. Justice Vaughan Williams, dated Dec. 18, 1895 March 20

30 In re the Army & Navy Co-operative Breweries ld. and Co.'s Act, 1862 appl. of the Army and Navy Co-operative Breweries ld. from order of Mr. Justice Vaughan Williams, dated Feb. 14, 1896 order not perfected March 21

31 In re Worrall / Worrall — Shoesmith appl. of Pltff. from order of Mr. Justice Kekewich, dated Feb. 12, 1896 March 24

32 R. R. H. Ward, one, &c. appl. of R. H. Ward from order of Mr. Justice North, dated March 13, 1896 March 24

33 Knight — Simmonds appl. of Deft. from order of Mr. Justice Romer, dated Feb. 22, 1896 order not perfected March 25

34 Etherington — Big Blow Gold Mines ld. appl. of Deft., N. J. H. Schotborgh from order of Mr. Justice Kekewich, dated Feb. 14, 1896 March 25

35 In re Macduff / Macduff — Macduff appl. of Attorney-Gen. from order of Mr. Justice Stirling, dated Feb. 25, 1896 March 25

36 Lee — Campbell (Probate) appl. of Pltff. from order of the President, dated March 23, 1896 (*or in alternative from order of Lord Justice Lopes, dated Oct.* 29, 1895) March 28

37 In re the Yurnari Co. ld. & Co.'s Acts appl. of Alfred Goort from order of Mr. Justice Vaughan Williams, dated Jan. 30, 1896 April 1

38 In re Clayton's Estate, &c. and Midland Ry., &c. Act, 1889 appl. of the Petnr., Charles Booth, from order of Mr. Justice Kekewich, dated March 7, 1896 order not perfected April 1

39 In re Carew / Carew — Carew appl. of B. L. Carew & ors. from order of Mr. Justice Stirling, dated Jan. 15, 1896 April 1

40 Staples — Eastman Photographic, &c. Co. appl. of G. C. Cathcart & anr. from order of Mr. Justice Chitty, dated Feb. 21, 1896 April 1

41 In re The Trade Mark No. 58,405 and Patents Designs, &c. Acts, 1883 to 1888 appl. of John Rosetree from order of Mr. Justice Kekewich, dated March 31, 1896 order not perfected April 1

42 Carter — Dove (Probate) appl. of Defts. from order of Mr. Justice Mathew, dated March 21, 1896 April 1

43 In re Hardaway & Marshall's Contract & V. & P. Act, 1874 appl. of H. Hardaway from order of Mr. Justice North, dated March 24, 1896 order not perfected April 2

From the County Palatine Court of Lancaster.

1 In re an Application, No. 108,425 in Class 23 of John Dewhurst & Sons ld. & Patent, Designs, &c. Act appl. of Comptroller-General of Patents, Designs & Trade Marks from order of Vice-Chancellor of County Palatine of Lancaster, dated Jan. 13, 1896 February 4

From the Chancery Division.

INTERLOCUTORY LIST.

1 In re A. E. Fenton, gent. (one &c.) appl. of M. Cathcart in person, from order of Mr. Justice Stirling, dated Nov. 14, 1895 (s.o. for security for costs)

2 Grey — Curtice appl. of Deft H. Curtice from order of Mr. Justice Kekewich, dated March 16, 1896

3 In re T. W. Bayliss (one &c.) appl. of Respt. from order of Mr. Justice Chitty, dated March 18, 1896 (order not perfected) March 30

From the Queen's Bench Division.

JUDGMENTS RESERVED.

FINAL LIST.

Branson & anr. v. Lamport & Holt appl. of Defts. from judgt. of Justices Grantham & Lawrance, dated August 8, 1895 (c.a.v. December 9)

Gaskell & anr. v. Gosling appl. of Deft. from judgt. of the Lord Chief Justice, dated Dec. 2, 1895, at trial without a jury (c.a.v. Feb. 13

INTERLOCUTORY LIST.

In re A. E. Fenton, gent., one, &c. (expte. Mary Cathcart) appl. of M. Cathcart from order of Baron Pollock, dated Feb. 6, 1896 (c.a.v. March 23)

From the Queen's Bench Division.

FOR HEARING.

FINAL LIST.

1895.

1 The London County Council, Applts. v. The Churchwardens, &c. of the Parish of Lambeth, in the County of London, Respts. (*Crown Side*) appl. of Applts. from order of Baron Pollock and Mr. Justice Wright, dated August 8, 1895 — Restored to Final List and to be in Paper first day on which Final Appeals are taken by order

2 Dugdale — Hutch Bank Manufacturing Co. & anr. appl. of Pltff. in person from judgt. of the Lord Chief Justice, dated March 2, 1895, at trial without a jury (Salford Division) (*security ordered*) June 1

3 Torkington — Sheridan appl. of Deft. from judgt. of Mr. Justice Mathew, dated Nov. 5, 1895 (*security ordered*) November 23

4 Sharp — Sharp & Co. ld. appl. of Defts. from judgt. of Mr. Justice Mathew, dated Nov. 16, 1895 November 27

1896.

5 Harris — Whitworth appl. of Pltff. from judgt. of Mr. Justice Hawkins, dated Dec. 14, 1895, at trial with Common Jury, Middlesex (*security ordered*) January 3

6 Marr — The Butter Knowle Colliery Co appl. of Pltffs. from judgt. of Mr Justice Wright, dated Dec. 12 1895, at trial without a jury, Leeds (*security ordered*) January 20

7 Foster — General Phosphate Corpn. ld. & ors. appl. of Pltff. from judgt. of Mr. Justice Wright, dated Feb. 13, 1896, at trial without a jury, Middlesex February 29

8 Kruger — Jackson (issue) appl. of Pltff. from judgt. of Mr. Justice Vaughan Williams, dated Feb. 20, 1896 March 5

9 The General Insce. Co. ld. of Trieste v. Miller & ors. appl. of Pltffs. from judgt of Mr. Justice Mathew, dated March 3, 1896, at trial without a jury, Middlesex March 6

10 The Leo Steamship Co. ld. v. The Shipowners' Syndicate (Re-assured) appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated March 3, 1896, at trial without a jury, Middlesex March 9

11 Robertson & Co. v. Corry & Co. appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated Dec. 19, 1895, at trial without a jury, Middlesex March 11

12 Killick & Co. — Price & Co. & The Lingfield Steamship Co ld. appl. of the Lingfield Steamship Co. ld. from judgt. of the Lord Chief Justice of England, dated March 9, 1896, at trial without a jury, Middlesex March 11

13 Nourse — Liverpool Sailing Shipowners, &c. Assoc. appl. of Defts. from judgt. of Mr. Justice Mathew, dated March 6, 1896, at trial without a jury, Middlesex (April 27) March 11

14 In re the Duty on the Estate of the late Sir Thomas Gresham, and In re the Customs and Inland Revenue Act, 1885 (*Revenue Side*) appl. of the Commrs. of Inland Revenue from Justices Vaughan Williams and Wright, dated March 3, 1896 March 12

15 Bergisch Markische Bank v. Levin appl. of Defts. from judgt. of Mr. Justice Day, dated March 7, 1896, at trial with a jury, Middlesex (Order XIV. Rule 8) March 14

16 Deutsch, Schlesinger & Co. v. Harris & Cohen appl. of Deft. Harris from judgt. of the Lord Chief Justice of England, dated Feb. 22, 1896, at trial without a jury, Middlesex March 20

17 Neville, Abrahams & Co. v. Harris & Cohen appl. of Deft. Harris from judgt. of the Lord Chief Justice of England, dated Feb. 22, 1896, at trial without a jury, Middlesex March 20

18 Rock & Reis — Fuerst Bros. appl. of Defts. from judgt. of Mr. Justice Day, dated March 19, 1896, at trial without a jury, Middlesex March 31

19 Kesterton & Co. ld. v. Pocklington & anr. appl. of Defts. from judgt. of Mr. Justice Day, dated March 23, 1896, at trial without a jury, Middlesex April 2

20 Carew & ors. — Camoys appl. of Deft. from judgt. of Mr. Justice Day, dated March 16, 1896 April 2

21 Brown — Binns appl. of Pltff. from judgt. of Mr. Justice Collins, dated March 20, 1896, at trial without a jury, Leeds April 2

22 Wombwell — Scott appl. of Defts. from judgt. of Mr. Justice Collins, dated March 6, 1896, at trial without a jury, York April 2

From the Queen's Bench Division.

NEW TRIAL PAPER.

1896.

1 Freeman — Singleton appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 10, 1896, at trial before Mr. Justice Day and common jury, Middlesex March 18

Digitized by Google

2 Wilson & anr. Love & ors. appln. of Pltfs. for judgt. or new trial on appl. from verdict and judgt., dated Feb. 29, 1896, at trial before Mr. Justice Collins and special jury, Durham March 19

3 Wiener The Wurtemburg Metal Ware Fa tory & ors. appln. of the Deft. Co. for judgt. or new trial on appl. from verdict and judgt., dated March 12, 1896, at trial before Mr. Justice Hawkins and special jury, Middlesex March 19

4 De Chastelain Copping appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated March 7, 1896, at trial before Mr. Justice Day and common jury, Middlesex March 19

5 Bell Fortescue appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated March 13, 1896, at trial before Mr. Justice Day and common jury, Middlesex March 26

6 Stanfland Smallwood appln. of Pltff. for judgt. or new trial on appl. from verdict, &c., dated March 20, 1896, at trial before Mr. Justice Wright and special jury, Birmingham March 27

7 Atkins Smallwood appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 20, 1896, at trial before Mr. Justice Wright and special jury, Birmingham March 27

8 Dent Kilby & anr. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 19, 1896, at trial before Mr. Justice Grantham and common jury, Cheltenham March 28

9 Harris Brandon & anr. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated March 26, 1896, at trial before Mr. Justice Hawkins and special jury, Middlx. March 28

10 Seaman Ward appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 20, 1896, at trial before Mr. Justice Grantham and common jury, Middlesex March 28

11 Bingley Yorkshire Banking Co. ld. appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated March 20, 1896, at trial before Mr. Justice Lawrance and special jury, Middlesex (s.o. till further order) March 30

12 Kitson Playfair appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated March 27, 1896, at trial before Mr. Justice Hawkins and special jury, Middlesex April 1

13 Dickey Saxelby & anr. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 11, 1896, at trial before Mr. Justice Day and common jury April 1

From the Queen's Bench Division.

INTERLOCUTORY LIST.

1895.

1 Hood Barrs Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7

2 Norman Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7

3 Deakin The Salt Union ld. appl. of Defts. from judgt. of Justices Wills & Wright, dated March 4, 1896 March 11

4 The Emerald—1895—Fol. 201 Owners of Comet & ors. *v.* Owners of SS. Emerald (Admiralty) appl. of Pltffs. from order of the President, dated March 6, 1896 (April 27) March 17

5 The Greta Holme—1895—Fols. 102 & 127 Owners of No. 7 Steam Sand Pump Dredger and ors. *v.* Owners of SS. Greta Holme (Admiralty) appl. of Pltffs. from order of the President, dated March 17, 1896 (April 27) March 21

6 Mulkern Pilbrow appl. of Deft. from order of Mr. Justice Cave, dated March 18, 1896 March 23

7 Kissam Link appl. of Pltff. from order of Mr. Justice Cave, dated March 23, 1896 March 25

8 Dombay & Son ld. *v.* Lowles appl. of J. Lowles from order of Mr. Justice Cave, dated March 25, 1896 March 28

9 Wilfred Head & Co. ld. *v.* Roy appl. of Pltffs from order of Mr. Justice Cave, dated March 27, 1896 March 31

10 In re S. F. Still & E. R. Still appl. of R. Chapman from order of Justices Day & Wright, dated March 30, 1896 April 2

11 Bevan Chambers appl. of Pltff. from order of Justices Day & Wright, dated March 24, 1896 April 2

12 Blaker Seager appl. of Deft. from order of Mr. Justice Hawkins, dated March 21, at trial of issue with special jury, Middlesex April 2

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to April 2nd, 1896, inclusive.

SUMMARY OF APPEALS.

	Final.	Interlocutory.	Total.
From the Chancery Division	43	3	46
From the County Palatine Court of Lancaster	1	—	1
From the Queen's Bench Division	22	12	34
New Trial Paper	13	—	13
Totals	**79**	**15**	**94**

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

EASTER SITTINGS, 1896.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Easter Sittings Paper, with the following exceptions, viz.:—

MR. JUSTICE CHITTY.—In consequence of Mr. Justice Chitty sitting for the disposal of his Lordship's own Witness List from Tuesday, April 21, until Saturday, May 2 (inclusive), his Lordship's Motions and Unopposed Petitions will be taken by Mr. Justice North—that is to say, Motions on Thursday, April 23, and Thursday, April 30; Unopposed Petitions on Saturday, April 25, and Saturday, May 2. If the Witness List should be taken on any days other than those above appointed, due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

MR. JUSTICE NORTH.—In consequence of Mr. Justice North sitting for the disposal of his Lordship's own Witness List, from Tuesday, May 5, until Saturday, May 16 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Chitty—that is to say, Motions on Thursday, May 7, and Thursday, May 14; Unopposed Petitions on Saturday, May 9, and Saturday, May 16.

MR. JUSTICE STIRLING.—In consequence of Mr. Justice Stirling sitting for the disposal of his Lordship's own Witness List from Tuesday, May 5, until Thursday, May 14 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Kekewich—that is to say, Motions and Unopposed Petitions on Thursday, May 7.

Digitized by Google

MR. JUSTICE KEKEWICH.—The Order of Business before Mr. Justice Kekewich will be as stated on the Sittings Paper. Actions for trial with witnesses will be taken on Tuesday, April 21, and continued until the end of the following week. They will also be taken at other times. Notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—MR. JUSTICE KEKEWICH will take Liverpool and Manchester Business as follows:—

1. Summonses in Chambers will be taken on the afternoons of Fridays, April 17 and May 8.
2. Motions, Short Causes, Petitions, and Adjourned Summonses on Saturdays, April 18 and May 9.

MR. JUSTICE ROMER will take Witness Actions every day in the order as they stand in his Lordship's Cause Book.

Summonses before the Judge in Chambers.—Justices CHITTY, NORTH, STIRLING, and KEKEWICH will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court will be taken (subject to the Witness List) as follows:—Mr. Justice CHITTY, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice STIRLING, with Non-Witness Actions. Mr. Justice NORTH on the days stated in the Easter Sittings Paper, and on Fridays and Saturdays. Mr. Justice KEKEWICH on Fridays and Saturdays, and also on other days as the Judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of their own Witness List as follows:—

Mr. Justice CHITTY will take his Witness List for the ensuing fortnight, beginning on Tuesday, April 21, and will sit continuously (Monday, April 27, excepted) until Saturday, May 2.

Mr. Justice NORTH will begin on Tuesday, May 5, and sit continuously (Monday, May 11, excepted) until Saturday, May 16.

Mr. Justice STIRLING will begin on Tuesday, May 5, and sit continuously (Monday, May 11, excepted) until Thursday, May 14.

Mr. Justice KEKEWICH will begin on Tuesday, April 21, and sit continuously (Monday, April 27, excepted) until Saturday, May 2.

N.B.—If the Witness List should be taken on any days other than those above appointed, due notice will be given.

During the fortnight when a Judge is engaged on his Witness List, Motions in Causes or Matters assigned to him (including Exparte Motions, but not including Motions relating to the postponement of the Trial or Hearing of any Cause or Matter in his Lordship's List), and also Unopposed Petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice CHITTY will be heard by Mr. Justice NORTH.

Those assigned to Mr. Justice NORTH will be heard by Mr. Justice CHITTY.

Those assigned to Mr. Justice STIRLING will be heard by Mr. Justice KEKEWICH.

Those assigned to Mr. Justice KEKEWICH will be heard by Mr. Justice STIRLING.

CHANCERY CAUSES FOR TRIAL OR HEARING, set down to Thursday, April 2nd, 1896, inclusive.

Before Mr. Justice CHITTY.

CAUSES FOR TRIAL.

(*With Witnesses.*)

In re The Sovereign Life Assce. Co. & Co.'s Acts adjd. claim (s.o. pending exmn. of witnesses)
In re Kay / Moseley — Keyworth action pt. hd.
In re The Ramsgate, &c. Co. ld. & Co.'s Acts motn. ordered to go into Witness List
Cochrane — Smith action
5 Allhusen — Trustees, Executors, &c. Insce. Corpn. ld. action (transferred from Stirling J.)
Repten — Tillett action
National Dwellings Co. ld. *v.* Hawkins action
In re Allen / Allen — Allen action without pleadings
In re Pays / Attorney-Gen. — Crowdy action
10 Lloyd's Bank ld. *v.* Bullock action and counterclaim
In re Champion / Champion — Gwynn action
James — Trustees, Exors. & Securities Insce. Corpn. ld. action (transferred from Kekewich J.)
Chapman — Strong & Hanbury action
Tweedale — Howard & Bullough ld. action
15 The Actien Gesellschaft, &c. *v.* T. Remus & Burgon and Co. action
Gloucestershire Banking Co. ld. *v.* Brydges action
Thompson — Thompson action & motn. for judgt.
Dorman — Wheeler action
In re Brooke / Brooke — Tatham action
20 Norton — Dashwood action & motn. for judgt.
Browne — Stedman action
In re the Co.'s Acts, 1862 to 1890, & In re the Bulfontein Sun Diamond Mine ld. (expte. Charles Cox Hughes) motn. entered in Witness List by order
In re the Same motn. entered in Witness List by order
Hall — Van Duzer action
25 In re Hill / Deighton — Hill action
Willett — Rideal action
Bolam — Pinkney action & counterclaim
Tearle — Jex action
Pease — Lloyd action
30 Same — Same action (transferred from North J.)
Same — Same action (transferred from Kekewich J.)
Van Duzer — Hall action
In re Barnsdall / Fraser — Tootill action
Goddard — Earl's Court Hotels ld action
35 General Electric Power & Traction Co. ld. *v.* Lewis action
Hughes — Hughes action & motn. for judgt.
Ahern — Pate action
George — Amos action
Wool Exchange ld. *v.* Commissioners of Sewers of City of London action
40 Brooker — Drury action
Burton — Wood action
Figg — Young action
Queensland Investment, &c. Co. ld. *v.* O'Connell action
Osmond — Lees action
45 Hutton — Loveridge action
Incandescent Gas Light Co. ld. *v.* Meteor, &c. Co. ld. action
King — Byrne action
In re Trade Mark No. 8482 of Cecil Fane (trading, &c.) and Patents Designs, &c Acts motion ordered to go into Witness List
In re Trade Mark No. 180,437 of Monk's Hall & Co. ld. and Opposition thereto of C. Fane, &c. motion ordered to go into Witness List
50 Andrews — Bond action
Sewell — Joint Stock Institute ld. action
Tyler — Provand action
Friedwald — Strauss action
Yates — Yates action
55 In re Beaumont / Oliveira — Lane action
In re Letters Patent, 1887 No. 17,581, granted to O. E. Lewis and A. E. Strickler and Patents, &c. Acts petn. ordered to go into Witness List
Douglas — Pintsch's Patent Lighting Co. ld. action
Waterhouse — Brownhill action
Viscount Hood — Addington action
60 In re Weiners ld. & Co.'s Acts, 1862 & 1867 motion ordered to go into Witness List
Lopes, Bart. — Corpn. of Plymouth action
In re King / Stringer — King action
Hayward — Hayward action
64 Blackmore — Bagust actn. (pleadings to be delivered)

CAUSES FOR TRIAL.

(*Without Witnesses.*)

In re Gonne / Gonne — Gonne adjd. summs. (not before May 1)
In re Strains / Welley — Strains adjd. summs.

Digitized by Google

In re Lart
Wilkinson — Blakes adjd. sumns.
In re The Thoroton & Croft's Estate
Wharton v. Croft & West adjd. sumns.
In re Bowen
5 Brailey — Bowen adjd. sumns.
In re Elliot
Kelly — Elliot adjd. sumns.
In re Earl of Devon
White — Earl of Devon. adjd. sumns.
In re Topham
Topham — Willett adjd. sumns.
In re Brockett
Chamberlayne — Meryon adjd. sumns.
In re Horner
10 Fooks — Horner adjd. sumns.
In re Bonnin
Bonnin — Bonnin adjd. sumns.
Gilbert — Russell adjd. sumns.
In re White
Langridge — Langridge adjd. sumns.
In re Amphlett
Bridge — Pitt Taylor adjd. sumns.
15 In re Clarke's Estate adjd. sumns.
In re Thorold
Thorold — Thorold adjd. sumns.
Debenture Corpn. ld. v. C. de Murrieta & Co. ld. adjd. sumns.
Clarson — Alldrift adjd. sumns.
In re Vickers
Stange — Phenna adjd. sumns.
20 In re Strutt
Strutt — Irwin adjd. sumns.
In re Short
Coats — Ward adjd. sumns.
In re Bowater & Lands Clauses, &c. Act adjd. sumns.
In re Back
Jose — Page adjd. sumns.
In re E. Thompson
Griffith — Thompson adjd. sumns.
25 In re Smith
Hudson — Daniell adjd. sumns.
In re Daniell
Daniell — Daniell adjd. sumns.
In re Turner
Spencer — Dawson adjd. sumns.
In re Webb
Thrupp — Webb adjd. sumns.
In re Garnett
Garnett — Wrigley adjd. sumns.
30 Smith — Turnbull (1884—T.—1191) adjd. sumns.
Smith — Turnbull (1884—T.—1200) adjd. sumns.
In re Pearson
Pearson — Pearson (Pltffs.) adjd. sumns.
In re Same
Same — Same (S. B. Gardner) adjd. sumns.
Westwood, Baillie & Co. v. Equitable Debenture and Assets Corpn. ld. (R. A. Baillie & anr.) adjd. sumns.
35 Same — Same (Equitable Debenture, &c. ld.) adjd. sumns.
In re Clark
Clark — Foster adjd. sumns.
In re Houstoun
Sparks — Hatchell adjd. sumns.
Smith — Marsden action
In re Langmore
Gregson — Langmore adjd. sumns.
40 In re Mann
Wilkinson — Mann adjd. sumns.
In re Allen
Adcock — Evans adjd. sumns.
In re Austin
Collins — Chandler adjd. sumns.
In re Holland
Hardy — Brine adjd. sumns.
In re Snow
In re Meyer
Hunt — Tims adjd. sumns.
45 In re Jackson
Upward — Upward adjd. sumns.
Dibbins — Dibbins action
In re Castle & Married Women's Property Act, 1882 adjd. sumns.
The Equitable Securities Co. v. Greenfell adjd. sumns.
In re Honywood
Wellington College v. Honywood action & motn. for judgt.
50 In re Pope
Church — Pope adjd. sumns.
In re Viscount Clifden
Clifden — Annaly adjd. sumns.
In re Lord Howard's Settled Estates adjd. sumns.
In re Gill
Smith — Smith adjd. sumns.
In re Poppleton & Jones' Contract & V. & P. Act, 1874 adjd sumns.

55 In re Brewer
Morton — Blackmore adjd. sumns.
In re Banks
Winch — Banks adjd. sumns.
Prowse — Page action set down by order
Cavendish — Philipps adjd. sumns.
In re Harper & Battcock, Solrs., &c. adjd. sumns.
60 In re Earl of Devon's Settled Estates
White — Earl of Devon adjd. sums.
In re Mistley Thorpe & Walton Ry. Co. &c. adjd. sumns.
In re Steer
Steer — Dobell adjd. sumns.
In re Sir Joseph Paxton's Estate adjd. sumns.
Hemans — W. W. Smith & Co. ld. adjd. sumns.
65 In re Hodson
Horne — Hodson adjd. sumns.

FURTHER CONSIDERATION.

In re Hardy
Trustee of Property of W. A. Hardy, &c. v. Hardy fur. con. and two adjd. sumns.

Before Mr. Justice NORTH.

CAUSES FOR TRIAL.

(With Witnesses.)

Collins — Woodfin action
In re Hobbs
Dunn — Hewitt action
Meakin — Longhurst action
Eden — Kelly action
5 Cahagne — Knowles action
Evans — Meeze action
Tomsett — Wallis action
Great Grimsby Coal, &c. Co. ld. v. Mundahl action and motn. for judgt.
The Yorkshire Banking Co. ld. v. Bingley action
10 Oliver — Governors of St. Olave's Grammar School, &c. action
In re The Consort Deep Level Gold Mines ld. & Co.'s Acts motn. of Messrs. Stark & Elliston set down in Witness List by order
In re The Same, &c. motn. of Dr. J. Barr set down in Witness List by order
In re The Same, &c. motn. of H. Russell-Smith set down in Witness List by order
Jardine — King, Mendham & Co. action
15 Gellygaer School Board v. Llangyfinder School Board action
In re Theobald
Holmes — Fox action
Gill — Brown action
Bulpett — Link action
Hippisley — Sweet action
20 Battersea — Commrs. of Sewers of City of London action
Podmore — Mayhoe action
Montague — Cox action
Woodhead — McDonough action
Cutler — Beckett action
25 In re Pritchard
Davies — Evans action
Hughes, Chenery & Co. v. Mines (Acquisition, &c. Co. ld. (transferred from Q. B.)
Rankin — Harris action
Frewen — Law Life Assce. Soc. action
In re Pitt's Patent, No. 2405 of 1894 petn. entered in Witness List by order
30 In re White, Wheeldon & Turner's Patent, No. 6670 of 1892 petition entered in Witness List by order
Esson — Ferreira action
Corfield — Howell action
Lipop — Kent, Sussex & General Land Soc. ld. action
Shrewsbury & Talbot S. T. Cab, &c. Co. ld. v. Kelham Rolling Mills Co. ld. action
35 Seaward — Paterson action
Wood — Wood action
Sims — Gibbon action
Durrant — Urban District Council of Branksome action (pleadings to be delivered)
Welch — Carter action
40 Haddon — Jacoby action
Davies — Walter action
Walker — Hebden action & motn. for judgt.
Pneumatic Tyre Co. ld. v. Birney action
Same Co. — Standard Tyre Co. ld. action
45 Charlton — Duval Restaurants for London ld. act.
Barnes — Meakin action and counter-claim
47 In re Bankes
Dawes — Sladen action & motion for judgt.

CAUSES FOR TRIAL.

(Without Witnesses.)

Prout — Cock action (s.o. leave to amend)
Richards — Overseers of the Poor of the Parish of Kidderminster motn. ordered to go into Non-Witness List
Richards — The Mayor, Aldermen, &c. of the Borough of Kidderminster motn. ordered to go into Non-Witness List
In re Kett
Holloway — Canterbury motn. for judgt.
5 Winser — Winser action & motn. for judgt.
In re Jones
Weaver — Carsley adj. sumns. entered as Non-Witns. Action
7 Garrean — Rosenberg motn. for judgt.

ADJOURNED SUMMONSES.

In re Whicher
Palmer — Whicher (Pltff.) } s.o. pending hearing of Pltff.'s sumns.
In re Same
Same — Same (Deft.) }
In re Price
Price — Price
In re Searancke
Simonds — Huntingdon
5 In re Lapraik
Lapraik — Lapraik
In re E. Cooper
Cooper — Cooper
In re G. Cooper
Wollen — Cooper
In re Nelson
Nelson — Winder
In re Smith
Johnson — Punchard
10 In re Pickett
Evans — Pickett two adjd. sumns.
In re Noble
Wilkinson — Arnold
In re Robinson
Robinson — Robinson
In re Tomkins
Williams — Sealy
In re Cope
Pulleyne — Linwood
15 In re Moreton
Moreton — Moreton
Steed — Harper
In re Fowle
Fowle — Hartland
Stretton — Colton
In re Mc Connel
Banister — Murray
20 In re R. Hughf
Gibson — Hughf
In re Pemberton
Coslett — Ryland
In re Pope
Pope — Pope
Gregory — Mitchell (to come on with petn.)
In re Merlin
Thurburn — Merlin
25 In re Green
Holding — Green
In re Samuda
Glover — Bowen
University Life Assce. Soc. v. Piers
28 In re Bartholomew's Trustees and the Wombwell Urban District Councils & V. & P. Act, 1874

FURTHER CONSIDERATIONS.

In re Miller
Miller — Miller fur. con.
2 Briggs — Goulborn fur. con. (short,

Before Mr. Justice STIRLING.

CAUSES FOR TRIAL.

(With Witnesses.)

The Santa Rosalia Del Carmen Mexico Copper Co. ld. v. United Mexican Copper Co. ld. action (restored) not before May 7
West — Alcock action (Deft. dead)
In re Wallis
Wallis — Wallis action

Digitized by Google

	Tygat	Tygat action
5	Wolff	Brown action
	Crossley	Attenborough action
	Gentle	Harmer action
	In re Horton, Dudley	Hipkins action
	Boughton-Leigh	v. Garrard action
10	Attorney-Gen.	Mayor, &c. of Preston action
	Martin	Gresham Life Assce. Soc. ld. action
	C. D. Ferne ld.	Ferne action
	Corsellis	Corsellis action
	Alcoy & Gandia	Ry. & Harbour Co. ld. v. Greenhill action
15	Robinson	Harkin action
	Badger	Bulmer action and motn. for judgt.
	W. B. Dick & Co. ld.	v. Banks action
	Sawrey	Binns action
	Pattle	Hornibrook action
20	In re Harman, Harman	Wise adjd. sumns. ordered to go into Witness List
	Noble	Chinnock action
	Burree	Read action
	English	Cooper action
	In re Chivell, Chivell	Carlyon action and motn. for judgt.
25	Abbott	Townsend action
	Rawlinson	Davies action
	Underwood	White action & motn. for judgt.
	Colmer	Buluwayo Gold Reefs Development ld. action & motn. for judgt.
	Chandler	Bradley action
30	De Lissa	Tyser action
	Bastard	Bastard action
	Debenham	Foster, Frere & Co. action
	Bell	Balls action
	Chandler	Freeman action & motn. for judgt.
35	In re Thompson, Bloomer	Thompson adjd. sumns. entered in Witness List
	Ehrmann	Ehrmann (1894—E.—762) action
	Read	Morris action
	Scott	Kingscote action
	Holford	Smith action
40	In re Preston, Preston	Bonney action
	Mills	Little action
	Ehrmann	Ehrmann (1895—E.—1,108) action
	In re Grimston, Dawson	Chatfield action
	Art Reproduction Co. ld.	v. A. Stocks & Co. action
45	Pullman	Mellersh action
	The Tonbridge Urban District Council	v. Punnett action
	Peebles	Crosthwaite action
	Wash	Townsend action
	In re Fenwicke, Fenwicke	Douglass action & motn. for judgt.
50	Wynne	Rising action
	Rowcliffe & Rowcliffe & Hilton ld.	v. Siddall action
	Stevens	Warrall action
	In re Maunsell, Dorrington	Richardson action
	Westmoreland	Carlisle Cocoa & Coffee House Co. ld. action without pleadings (April 15)
55	Fox	Wright action
	Thompson	Miller action
	James	Walters action
	Fenny Stratford Town Hall Co. ld.	v. Payne action
	Pneumatic Tyre Co. ld.	v. Friswell & Co. ld. action
60	Same Co.	East London Rubber Co. action
	Levy	Davis action and counter-claim
	Jones	Williams action
	Truman	Taylor action
	Howe	Carlisle Model Building Soc. No. I. action
65	Lowe	Sanders action

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

	Dalton	Fitzgerald adjd. sumns. (not before evidence complete)
	In re Moody, Cowan	Moody adjd. sumns.
	In re The Herbage Rents Charity, Greenwich	adjd. sumns.
	In re Buller, Buller	Giberne adjd. sumns.
5	In re Loftus Otway, Otway	Beamish adjd. sumns.
	In re Addison, Lees & Spilsbury's Contract & V. & P. Act, 1874	adjd. sumns.
	In re Woodcock, Blunt	Johnson adjd. sumns.
	Riddell	Dresser action
	In re Macfarlane, Millburn	Cocks adjd. sumns.
10	In re The Land & Trust Co. of Florida ld., Parker	The Land & Trust Co., &c., adjd. sumns.
	In re Ennor, Etridge	Julian adjd. sumns.
	In re Ellison, Wright	Ellison adjd. sumns.
	Battison	Hobson two adjd. sumns., dated July 25, 1895, & January 20, 1896
	In re N. P. Williamson, Williamson	Williamson adjd. sumns.
15	In re Ownsworth, Ownsworth	Ownsworth adjd. sumns.
	In re Humbley, Wilkinson	Stamper adjd. sumns.
	In re Dudgeon, Truman	Pope adjd. sumns.
	In re Hallings, Tatham	Hastings adjd. sumns.
	In re Wilson, Trevor	Scott adjd. sumns.
20	In re Pearson & Marshall's Contract & V. & P. Act, 1874	adjd. sumns.
	In re Duignan & Elliott, Solrs., &c.	adjd. sumns.
	In re Caws, Caws	Caws adjd. sumns.
	Expte. Rector of St. George, Bloomsbury	adjd. sumns.
	In re the Manchester & Milford Ry. Co.	adjd. sumns.
25	Shaw's Linfit	Lane Coal Co. ld. action (April 15)
	In re the Mersey Ry. Co. & the Mersey Ry. Co.'s Act, 1867 & the Mersey Ry. Acts	three adjd. summonses, dated August 9, 1894, January 10 and February 27, 1896
	In re Birkin, Bohm	Birkin adjd. sumns.
28	Letchford	Harris motn. for judgt. (short)

FURTHER CONSIDERATIONS.

	The Fore Street Warehouse Co. ld.	v. A. Dickson & Co. ld. fur. con.
	In re Beaumont, Beaman	Sutton fur. con. & adjd. sumns.

Before Mr. Justice KEKEWICH.

CAUSES FOR TRIAL.

(With Witnesses.)

	Tufnell	Elliott action pt. hd. (Deft. dead)
	In re Doetsch, Matheson & Co.	v. Ludwig action & motn. for judgt. (s.o. until after return of Commission)
	Mackinlay	Metzler & Co. ld. action (not before April 30)
	Goodall	Goodall action
5	Burroughs	Wellcome action & counter-claim
	In re Atkinson, Atkinson	Norbury action
	Pugsley	Pugsley action
	Ker	Miller action
	Pneumatic Tyre Co. ld.	v. Phillipp & Co. action (April 21)
10	Rawstorne	Brown action
	Low	Hamilton action
	Beastall	Nicholls action
	In re Archer, Mortlock	Archer action
	Bartlett	Dale actn. set down by order
15	In re T. Price, Nichols	Price action & motn. for judgt.
	Lockett, Tarapaca Waterworks Co. ld.	v. Lockett action and counter-claim
	The Imperial West African Co. ld.	v. Carter action
	Petty & Sons	Taylor & Co. action
	Forester	Forester action
20	Macaire	Commercial Brewery Co. ld. action
	Macaire	Aarons action
	James	Harris action
	Ansted	Grobecker action
	Duncan & Co.	Hargreaves action
25	In re Reece, Jones	Reece adjd. sumns.
	Morrallee	Wightman action
	Earl of Wilton	A. Knowles & Sons ld. action
	Brooks	Steele & Currie action
	Thomas	Rees action
30	Farnes	Thompson action
	Hunt	Rymill action
	Morgan	Orme action
	Styer	Clark action
	Macbeth	Roberts action
35	Poulett	Meyrick issue for trial set down by order, dated Jan. 21, 1896
	Poulett & ors	Meyrick issue for trial set down by order, dated Jan. 21, 1896
	Daniels	Dodds action
	In re Gumbley, Biggins	Gumbley action
	Gardner	Bell action & counter-claim
40	Murray	Stiwell action & motn. for judgt.
	Cheshire	Hunter action
	De la Rouchefoucauld	v. Bonstead action
	Grey	Curtice action
44	Campbell	Sheward action

CAUSES FOR TRIAL.

(Without Witnesses.)

	National Provident	Institution v. National Provident Ince. Co. ld. motn. for judgt. (short)

ADJOURNED SUMMONSES.

	Poison	Poison adjd. sumns. (witns.)
	In re J. Turner, Poole	Turner adjd. sumns.
	Griffiths	Grimes adjd. sumns.
	In re Russell, Russell	Johnson adjd. sumns. pt. hd.
5	In re Eyke, Stanley	Stanley adjd. sumns.
	In re J. W. Dore, Dore	Dore adjd. sumns.
	Mellor	Anderton adjd. sumns.
	In re Broughton, Broughton	Barry adjd. sumns.
	Yellowley	Burgh adjd. sumns.
10	In re Hill's Settled Estates & Settled Lands Acts	adjd. sumns.
	In re Coad, Coad	Coad adjd. sumns.
	In re Stanley, Welby	Sutton adjd. sumns.
	In re Ward, Ward	Snell adjd. sumns.
	In re Piper & Ramsden's Contracts & V. & P. Act, 1874	adjd. sumns.
15	In re Richardson, Turner	Richardson adjd. sumns.
	In re Birch, Powell	Forde adjd. sumns.
	In re Batten, Batten	Batten adjd. sumns.
	In re London, Stringfellow	Allen adjd. sumns.
	Action Gesellschaft fur Cartonnagen Industrie	v. Schroeder adjd. sumns.
20	Cohen	Parker adjd. sumns.
	In re Bedford, Hall	Hall adjd. sumns.
23	In re Newell, Newell v. Newell (account)	adjd. sumns. (April 16)
	In re Newell, Newell v. Newell	adjd. sumns. (April 16)

FURTHER CONSIDERATIONS.

	Forbes	D. W. Forbes & Co. ld. fur. con.
	In re Roberts, Monk	Roberts fur. con.
3	Simmonds	Whateley fur. con.

Before Mr. Justice VAUGHAN WILLIAMS.

(Sitting as an additional Judge of the Chancery Division.)

COMPANIES (*Winding up*).

MOTIONS.

1 W. Brock & Son ld. (transfer proceedings)
2 African Landed Estates Co. ld. (for discharge of order, dated June 21, 1894, as regards applicant)
3 London & General Bank ld. (to compel attendance of witness)
4 London & West of England Contract Co. ld. (leave to issue writ of attachment

Digitized by Google

5 Colonial Debenture Corpn. ld. (vary order refusing public exmn.)
6 Ormonde Gymnastic Club ld. (for leave to issue writ of attachment)
7 Swindell's Peel, &c. Co. ld. (for an account)
8 Alkaline Reduction Syndicate ld. (for leave to issue writ of attachment)
9 Marriott & Williams ld.
10 Hemp Yarn & Cordage (for an account)
11 Hounslow Brewery (to discharge order, dated Feb. 19, 1896)
12 Same (same)
13 Anglo-Spanish Assoc. ld. (to enforce payment into Companies' liquidation account)
14 General Credit Co. ld. (to vary minutes of order, dated February 20, 1896)
15 Rhondda Junction Welsh Coal Co. ld. (to enforce payment of undistributed money into Companies' liquidation account)

CHANCERY DIVISION.

16 Black — Williams & Victoria Steamboat Assoc. ld. (delivery up of possession)
17 F. Rosher & Co. ld. / Pearson — F. Rosher & Co. ld. (to discharge Receiver)

COMPANIES (*Winding up*).

PETITIONS.

1 Joseph Bull, Sons & Co. ld. (petn. of M. T. Shaw & Co.)
2 Glamorgan Central Permanent Benefit Building Soc. (petn. of the Co.)
3 Industrial Securities Investment Co. ld. (petn. of E. A. Hamblyn)
4 Bidasoa Ry. & Mines ld. (petn. of F. Thorn)
5 Woolley Coal Co. ld. (Yorkshire Banking Co. ld.)
6 Dawe and Co. ld. (petn. of A. Whitchurch)
7 Baylis, Gilles & Co. ld. (Bischoff & Rodatz)
8 Candelaria Waterworks & Milling Co. ld. (petn. of J. L. Whelen & anr.)
9 Eastern Counties Bacon Factory ld. (petn. of Lalor and Kindersley)
10 Otis Steel Co. ld. (petn. of Laura Relton)
11 G. & S. Bracknell ld. (petn. of the Continental Bottle Co.)
12 South Kent Water Co. (petn. of James Oakes & Co.)
13 Felbridge Steamship Co. ld. (petn. of Wallsend Pontoon Co. ld.)
14 New Park of Mines (petn. of Francis William Mitchell)
15 Lingfield Steamship Co. ld. (petn. of Alphonse Denis & anr.)
16 Carlshamn Spirit Co. ld. (petn. of C. de Murrieta & Co.)
17 Marriage, Neave & Co. ld. (petn. of L. M. Rumford and anr.)
18 Union Mortgage, Banking & Trust Co. ld. (petn. of William Shaw)
19 Artistic Supply Co. ld. (petn. of B. Dellagana & Co. ld.)
20 London Banking Corpn. ld. (petn. of New Land Development Assoc. ld.)
21 Caxton Printing & Publishing Co. ld. (petn. of J. C. Mathieson & Sons)
22 Brewery Joint Stock Syndicate ld. (petn. of Samuel Frederick Jones & anr.)
23 Daniell Marshall ld. (petn. of the Co.)
24 Joseph Westwood & Co. ld. (petn. of Moreton Cox Bros.)
25 Alliance Contracting Co. ld. (petn. of Simon Joseph)

CHANCERY DIVISION.

26 Tipton Moat Colliery ld. & reduced (petn. of Co.)
27 Société Vinicole de Turquie ld. (petn. of Co. and Shareholders to rescind resolutions)
28 Elmore's Patent Copper Depositing Co. ld. & reduced (petn. of the Co.)

COURT SUMMONSES.

COMPANIES (*Winding up*).

1 Lyric Club ld. (set aside proofs)
2 Alkaline Reduction Syndicate ld. (settle list of contributories)
3 Lands Allotment Co. ld. (taxation of bill)
4 A. Salomon & Co. ld. (remove name from list)
5 Amador Gold Mine ld. (dismiss sumns., dated May 21, 1894)
6 General Phosphate Corpn. ld. (for payment)
7 Hemp Yarn & Cordage Co. ld. (for discovery)
8 General Credit Co. ld. (to appoint new Liquidator)
9 Lands Allotment Co. ld. (to vary certificate of costs)
10 London & Colonial Finance Corpn. ld. (for declaration as to misfeasance)
11 City of Chicago Grain Elevators ld. (for an order to execute release of mortgage)
12 Veuve Monnier et Fils ld. (to vary list of contributories)
13 Same (same)
14 Panther Lead Co. ld. (to determine question as to proof of debt)
15 Welsh Manufacturing & Wool Stapling Co. ld. (to vary list of contributories)
16 South African Trust & Finance Co. ld. (for leave to set down question of law)
17 London & Colonial Finance Corpn. ld. (to dispense with or postpone cross-exmn.)

CHANCERY DIVISION.

18 Stubber — T. Daniel & Co. ld. (for sale)
19 Same — Same (for leave to cross-examine)
20 Same — Same (declare dividend)
21 Same — Same (for discovery)

Before Mr. Justice ROMER.

CAUSES FOR TRIAL.

(*With Witnesses.*)

Ainslie — Gill Bros. action (pleadings to be delivered)
Davis — Jewell action (pleadings to be delivered)
Baker — London General Omnibus Co. ld. action
Donington — Skidmore action (Pltff. dead)
5 Reveley — Simner action
In re Farmer / Farmer — Crawshaw action
Craven — Puncture Proof Pneumatic Tyre Co. ld. action
Daniell — Whateley action (Trinity Sittings)
Queensland Investment & Land Mortgage Co. ld. v. O'Connell action & counter-claim (Deft., E. R. Drury, dead)
10 In re Goff / Hill — Gardiner action (not before April 30)
Moon — Savin & Co. ld. action
In re Reed / Reed — Thompson action (Deft. Thompson bankrupt)
Rees — De Bernardy action pt. hd.
Alston — Alston action (not before May 5)
15 Parsons — Whettam action (not before May 1)
International Financial Soc. ld. & reduced v. Baring Bros. & Co. action (not before April 16)
Jamblin — Heginbotham action
Gleadowe — Burton action (Deft. dead)
Mc Camphill — Davis action pt. hd.
20 Hunt — Gingel, Son & Cruickshank action (transferred by order dated Dec. 2, 1895)

Transferred by Order dated 27th February, 1896.

Fawcett — Homan & Rogers action (not before April 17)
Jacob — Badcock action (not before April 20)
Martin — The Tanning Syndicate ld. action
London, Edinburgh & Glasgow Assce. Co. ld. v. Lindley action
25 Rawlins — Harris action
Gillespie — Ramsden action
Nutt — Stuart action
Davies — Bishop action
F. Savage & Co. ld. v. Brindle action
30 Tolson — Speight & Son action
Tolson — Singleton action
Our Boys' Clothing Co. ld. v. Holborn Viaduct Land Co. ld. action
In re Wade / Kerrick — Jeselyn action
In re Boyd / Bartlett — Von Heidenstam action
35 Eastern Concessions ld. v. Defty action
Electric Construction Corpn. ld. v. South Staffordshire Tramways Co. action
Rogers — Eyton, Burton & Co. action
Oakley — Ford action
Murphy — Pickford action
40 Heritage — Skinner action
Hughes — Hughes action & motn. for judgt.
Kavanagh — Walkden action
High School, Bedford Park ld. v. Richardson action
Purves — Handford action
45 The Cumberland Union Banking Co. ld. v. Trustee of Property of E. Sweetapple, &c. action, counterclaim & motn. for judgt.
Mackenzie — Holt action
Stephens — Ford action
In re The Globe Block Gold Mining Co. ld. motn. ordered to go into Witness List (December 4, 1895)
Bacon — Hillier action set down by order
50 In re The Globe Blocks Gold Mining Co. ld. motn. ordered to go into Witness List (December 6, 1895)
Giddie — Devenish action
McKeown — Joint Stock Institute ld. action
Russell — Hayward action
In re Blackburn / Blackburn — Blackburn adjd. sumns. ordered to go into Witness List
55 Southern — Municipal Appliances Co. ld. action & motn. for judgt.
Turner — Tinkler action
Donaldson — Parker action set down before pleadings delivered by order
Stone — Hance action
Perkins — J. H. Knight & Sons action
60 Avery — Orton action & motn. for judgt.
Mercier — Hutchings action
Windschuegl — Hedley, junr. action
Handford — East End Dwellings Co. ld. action
Fitch / Freeman — Freeman / Fitch actions (consolidated)
65 In re Furmidge / Furmidge — Kemp action & motn. for judgt. (not before May 1)
In re Honywood / Fraser — Ray action & motn. for judgt.
In re Graham / Graham — Wynne action & motn. for judgt.
Moor — Walls action
Warren — Taylor action
70 Bneche — National Insce. &c. ld. action
Callender — Callender motn. for judgt.
Perry — Société des Lunetieres action
Pegg — Corpn. of British Investors ld. action.
Warre — Croft action
75 Wacogne — Halse action
Kent — Fortis Powder & Explosives Co. ld action
Prudential Deposit Bank ld. v. Oxenden action
Hilliam — Dearden action and counter-claim
Evans — Smith action
80 White — Brown action
Barker — Attwood action
Loveluck — Vincent action (Exeter D.R.)
Essex — Jay action
Cumberland — Bath Brewery ld. action and counter-claim
85 In re Watson / Watson — Watson action & counter-claim
Singleton — Rains action
Miller — Foot action
Fearnside — Baines action
Licenses Insurance Corpn. &c. ld. v. Lawson action
90 Rowland — Mitchell action
Sprange — Cousins action
Harries — Bourne & Grant action
Salaman — Gooch action
In re French / Colson — Bull action
95 Graham — Willford action
Actien Gesellschaft fur Cartonnagen Industrie v. Schroeder action
Oliver — Thornley & Co. action without pleadings
Protheroe — Protheroe action
Incandescent Gas Light Co. ld. v. Hughes action
100 Moore — Bartlett action
Trustee of Property of H. J. Calcutt, &c. v. Calcutt action
Grange — Bromley action & motn. for judgt.
Smith — Jones action
In re Williams / Williams — White action
105 Willett — Newton action
Reneau — Mundy actn. & motn. for judgt.
In re Wood / Attorney-Gen. — Anderson action
Reid — Reid action
Borissow — Borissow action & motn. for judgt.
110 Moon — Gregory action
In re Coundley / Coundley — Silk action
Incandescent Gas Light Co. ld. v. Hutter action

Digitized by Google

	Trotter	Mc.Carthy action & motn. for judgt.
	Filby	Hounsell action
115	Bill	Beard action
	Goodwin	Essex action
	Evans	Priddy action
	Stapleton	Lyles action
	Deutsch	Cohen action
120	Fairhead	Richardson action
	Booth	Ashton action
	Caldwell	Hydro-Oxy. Gas Patent Proprietary ld. action
	Symons	Wood action (pleading to be delivered)
	Hargreaves	Nat. Oyster & Lobster Culture Co. action
125	In re Gordon Durig	Fitzpatrick action (set down by Deft. Fitzpatrick)
	In re J. W. Taylor's Patent, No. 6,538 of 1894, &c.	petn. ordered to go into Witness List
	The Incandescent Gas Light Co. ld. v. Shepherd	action
	Woodhams	Hobbs action
	Mosenthal	New Gordon Diamond Mining Co. ld. action
130	Attorney-Gen.	Byford action

SUMMARY OF CHANCERY CAUSE LIST.

1.—Mr. Justice CHITTY—*Witness Actions*	64	
Non-Witness Actions, including Summonses	65	
Further Considerations	1	
	—	130
2.—Mr. Justice NORTH—*Witness Actions*	47	
Non-Witness Action	7	
Adjourned Summonses	28	
Further Considerations	2	
	—	84
3.—Mr. Justice STIRLING—*Witness Actions*	65	
Non-Witness Actions, including Summonses	28	
Further Considerations	2	
	—	95
4.—Mr. Justice KEKEWICH—*Witness Actions*	44	
Non-Witness Action	1	
Adjourned Summonses	23	
Further Considerations	3	
	—	71
5.—Mr. Justice ROMER—*Witness Actions:*		
Old Transfers	20	
Actions transferred by Order, February 27th, 1896	110	
	—	130
Total Causes and Matters for Hearing in the Chancery Division		510

N.B.—In addition to the above Actions and matters for trial or hearing, the following Companies (Winding up) matters stand for hearing before Mr. Justice VAUGHAN WILLIAMS, *sitting as an additional Judge of the Chancery Division:—*

Petitions, Companies (Winding up)	25
Petitions, Chancery Division	3
Court Summonses, Companies (Winding up)	17
Court Summonses, Chancery Division	4
Motions, Companies (Winding up)	15
Motions, Chancery Division	2
	66

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

SPECIAL PAPER.

FOR ARGUMENT.

1 In re an Arbtn. between Barker & The Pearson & Knowles Coal & Iron Co. ld. (to be argued with Opposed Motion No. 1). Special case
2 County Council of Middlesex v. Willesden Urban District Council and anr. Special case
3 In re an Arbtn. between The Trustees of the Ipswich & Stowmarket Navigation and The East Suffolk County Council. Special case
4 District Council of Barton Regis Union v. Stevens & anr. Special case
5 In re an Arbtn. between R. P. Houston & Co. and ors. and The Standard Steamship Owners' Protection, &c. Assoc. ld. Special case
6 In re an Arbtn. between Kempf and The National Insce., &c. Corpn. Special case
7 C. De Murrieta & Co. ld. v. Carlshann Spirit Co. Special case
8 In re an Arbtn. between Hudson and Potter & Co. Special case
9 Miles v. Great Western Ry. Co. Special case
10 Banks & anr. v. Ackers, Whitley & Co. ld. Special case
11 International Bank of London ld. v. Keane. Points of law
12 Hall v. Wall. Points of law
13 The Board of Trade v. The Guarantee Soc. Special case
14 In re an Arbtn. between James Burns & The North Eastern Ry. Co. Special case
15 In re an Arbtn. between Reinhold & Co. and Hansloh. Special case
16 In re an Arbtn. between Etienne Gouty and The Manchester, Sheffield and Lincolnshire Ry. Co. Special case

OPPOSED MOTIONS.

FOR JUDGMENT.

Eley v. Read.
Same v. Same (heard Jan. 24, 1896, before Mr. Justice Hawkins and Mr. Justice Kennedy).
Morgan v. Heinke.

FOR ARGUMENT.

1 In re an Arbtn. between Barker & The Pearson and Knowles Coal & Iron Co. (to be argued with Special case No. 1).
2 In re a Petition of Right of Edward Mitchell.
3 In re George Maughan & James Robert Hall, Solrs. Expte. Maughan & anr. (s.o. for further report).
4 In re a Solicitor. Expte. Incorporated Law Soc. (s.o. June 30).
5 Weatherby & ors. v. Childe.
6 Hockley v. Anash (Regan, garnishee).
7 In re the Companies Act, 1862, and In re Sidney Herbert Motion, a member of the Institute of Auctioneers.
8 In re a Solicitor Expte. Incorporated Law Soc.
9 Shadwell v. Cook.
10 In re an Arbtn. between Camillo Eitzen & Jewson & Sons.
11 Taff Vale Ry. Co. v. Davis & Sons ld.
12 Lorden & Son v. Pryce & ors.
13 Turnbull v. Tomsett.
14 Denning v. Edgar.
15 Ohlsen v. Hammond.
16 Smith v. Same.
17 In re the Appeals of the New Lea Valley Distillery Co. ld. & In re 12 & 13 Vic., cap. 45.
18 Brown v. Keevil.
19 In re an Arbtn. between The United Kingdom Mutual SS. Assoc. Assoc. ld. & Houston & Co.

CROWN PAPER.

FOR JUDGMENT.

Met. Pol. Dist. White v. Vestry of the Parish of Fulham (Magistrates (argued Jan. 21, coram Justices Hawkins and Vaughan Williams).

Digitized by Google

FOR ARGUMENT.

1 Middlesex, Bloomsbury. Ashby v. The British Pianoforte Manufacturing Co. County Court. Defendants' appeal
2 Hampshire, Southampton. Kirkwood (trading, &c.) v. Smith & anr. County Court. Plaintiff's appeal.
3 Glamorganshire. The Queen v. Jj. of Glamorgan (expte. Williams) Nisi for mandamus to enter continuances, &c.
4 Essex. The Queen v. Rochford District Council & Overseers of Canvey Island (expte. Clarke) Nisi for certiorari for precept Referred from Chambers.
5 Ramorshire, Presteign. Reynolds v. Urban District Council of Presteign County Court. Defendants' appeal
6 London. Palmer v. Shelburne & anr. County Court. Defendants' appeal.
7 St. Ives. The Queen v. Hain, jun., Esq., & ors., Licensing Jj. & Bayzard (expte. Lees) Nisi for certiorari for license.
8 Lancashire, St. Helens & Widnes. Woodward & ors. v. Dingsdale & ors. County Court. Defendants' appeal.
9 Salop. The Queen v. Bishop of Hereford (expte. Heaton) Nisi for mandamus to consider objections. Ecclesiastical Dilapidations Act.
10 Devonshire, Barnstaple. Parsons v. Hancock County Court. Defendant's appeal.
11 Sheffield. The Queen v. Skelton, Esq., & ors., Licensing Jj. (expte. Bird) Nisi for certiorari for refusal of license
12 Yorkshire, W. R. The Queen v. Same Nisi for mandamus to hear application for license.
13 Carnarvonshire, Carnarvon. The Cwmyglo Cambrian Benefit Building Soc. v. Jones County Court. Defendant's appeal.
14 Middlesex, Shoreditch. Hooper v. Woolf (sued &c.) County Court. Plaintiff's appeal.
15 Dorsetshire. Pethwick & ors. v. Dorset County Council Magistrate's case.
16 Lancashire, Liverpool. Lorrie v. Briscoe (Bold, clmt.) County Court. Claimant's appeal.
17 London. Baker & anr. v. Ambrose County Court. Defendant's appeal.
18 Middlesex, Brompton. Richardson v. Bassett County Court. Defendant's appeal.
19 Hants, Bournemouth. Badger v. Tovey County Court. Defendant's appeal.
20 Lincoln. White v. Mansell Magistrate's case
21 Warwickshire, Birmingham. Holloway v. Harpur & ors. County Court. Plaintiff's appeal.
22 Kent. The Queen v. Jj. of Kent & Sharp & ors. (expte. Boniter) Nisi for certiorari for Order of Sessions.
23 Same. The Queen v. Lovibond Nisi to quash conviction.
24 Cardiganshire, Aberystwith. James & anr. v. Jenkins & ors. County Court. Defendant Jenkins & Mary Morgan's appeal.
25 Gloucestershire, Gloucester. Meadows v. Leat County Court. Defendant's appeal.
26 Warwickshire. Walker v. Stretton Magistrate's case.
27 Same. Godwin v. Walker Magistrate's case.
28 Middlesex, Shoreditch. Knibb v. Wright County Court. Plaintiff's appeal.
29 Met. Pol. Dist. Commissioners of Police v. Cartman Magistrate's case
30 Durham. The Queen v. Jj. of County of Durham (expte. Banks) Nisi for mandamus to hear application for license.
31 Middlesex, Whitechapel. Phillips v. Israel County Court. Defendant's appeal.
32 Lancashire, Bury. Deane, sen. v. Smith & anr. County Court. Plaintiff's appeal.
33 Gloucestershire. Stangoe v. Slatter Magistrate's Case.
34 Warwickshire, Birmingham. O'Connell Bros. v. Feely County Court. Defendant's appeal.
35 Carlisle. Hill v. Wright & anr. Magistrate's case.
36 Middlesex, Marylebone. Stanbridge v. Firbank County Court. Defendant's appeal.
37 Carmarthenshire, Llandilofawr. Powell & ors. v. Jones & anr. County Court. Defendants' appeal.
38 Met. Pol. Dist. The Queen v. H. Smith, Esq., Met. Pol. Mag., and Hillyard (expte. Nokes & anr.) Nisi to state case.
39 Surrey, Southwark. Loomes v. West County Court. Plaintiff's appeal.
40 Yorkshire, Bradford. Worrall (trading, &c.) v. Dyson County Court. Defendant's appeal.
41 Cheshire, Stockport. Griffiths v. Heath County Court. Plaintiff's appeal.
42 Yorkshire, Keighley. Butterfield v. Berry County Court. Plaintiff's appeal.
43 Norfolk, Harleston. Rising v. Durrant & Sons County Court. Plaintiff's appeal.
44 Middlesex, Shoreditch. Upton & anr. (trading, &c.) v. Pearce County Court. Plaintiff's appeal.
45 London. Ruff v. Home Secretary Quarter Sessions. Special case.
46 Same. Young v. Barter & Co. Mayor's Court. Defendant's appeal.
47 Blackburn. Alty v. Farrell Magistrate's case.
48 London. Kirby v. North British Mercantile Insce. Co. Mayor's Court. Plaintiff's appeal.
49 Same. The Queen v. W. Bird, Esq. & ors., Jj. & Hammersmith Vestry (expte. Arter) Nisi for mandamus to state case.
50 London. The Queen v. Vestry of St. Mathew, Bethnal Green (expte. Harwood) Nisi for mandamus to repair sewer.
51 Derbyshire, Bakewell. Critchlow v. London & North Western Ry. Co. County Court. Defendants' appeal.
52 Leicestershire, Leicester. Gardner v. Hart. County Court. Defendant's appeal.
53 Herefordshire, Hereford. Dobbins v. Garrold. County Court. Defendant's appeal.
54 Margate. Fincher v. Declercq Magistrate's case.
55 Yorkshire, Leeds. Lewis v. Leeds Branch of Firemen's Friendly Soc. County Court. Defendants' appeal.
56 Devonshire, Tiverton. Loudwell v. Pitt County Court. Defendant's appeal.
57 Wolverhampton. Burnett v. Berry Magistrate's case.
58 Middlesex, Marylebone. { Vicary v. Dale. Ford v. Fontana County Court. Dale's appeal.
59 Sussex, Brighton. Watts v. Costerton County Court. Defendant's appeal.
60 Devonshire, Honiton. Crabb v. Braddick County Court. Defendant's appeal.
61 Met. Pol. Dist. Jarman v. Phair & anr. Magistrate's case.
62 Bedfordshire, Bedford. Hughes v. Harris County Court. Defendant's appeal.
63 Southampton. Mayor, &c. Bournemouth v. Flower Magistrate's case.
64 Cardiff. The Queen v. Lewis, Stip. Mag. for Cardiff and Moss (expte. Thornley) Nisi to hear application.
65 Middlesex. Russell and ors. v. Overseers of Stanwell Magistrate's case.
66 Met. Pol. Dist. The Queen v. Slade, Met. Pol. Mag. & Vestry St. George, Southwark (expte. Robinson) Nisi for certiorari for order.
67 West Ham. The Queen v. Baggallay, Stip. Mag. for West Ham & Finch (expte Headley) Nisi to hear information.
68 Worcestershire, Dudley. Bassano & ors. v. Bradley & ors. County Court. Prohibition. Referred from Chambers.
69 Nottinghamshire. The Queen v. Thorpe & anr. Jj. & Javens (expte. Hore) Nisi for certiorari for conviction.
70 Surrey, Lambeth. Rowling v. Challen County Court. Plaintiff's appeal.
71 Glamorganshire. Hill v. Jones Quarter Sessions. Special case.
72 Devonshire. Crozier & anr. v. Compton Gifford Urban District Council Magistrate's case.
73 Lancashire, Manchester. Hartley v. Else (Else, clmt.) County Court. Claimant's appeal.
74 Hanley. Old Hall Porcelain Works v. Challinor Magistrate's case.
75 Liverpool. Cole v. Pendleton Magistrate's case.
76 Surrey, Southwark. Cain v. Moon County Court. Plaintiff's appeal.
77 Met. Pol. Dist. Spiers & Pond v. Bennett Magistrate's case.
78 London. Abbott v. Deere & Son County Court. Plaintiff's appeal.
79 Middlesex, Marylebone. Sweatman v. Firbank County Court. Defendant's appeal.
80 Middlesex, Westminster. Andrews v. London, Brighton & South Coast Ry. Co. County Court. Plaintiff's appeal.
81 Met. Pol. Dist. Drury v. Army & Navy, &c. Supply Magistrate's case.
82 Met. Pol. Dist. Dickins v. Gill Magistrate's case.
83 Middlesex, Clerkenwell. Carter v. Cook County Court. Plaintiff's appeal.
84 Lancashire, Liverpool. Wall v. Rawlins & anr. County Court. Plaintiff's appeal.
85 Middlesex. Staines Urban District Council v. Pearce & ors. Magistrate's case.
86 Suffolk, Ipswich. Bennett v. Harbord County Court. Defendant's appeal.
87 Essex. Brookes v. Cundy Magistrate's case.
88 London. The Queen v. Lee & anr. Jj., and The Guardians, St. Mary, Islington (expte. Edmonton Union) Nisi for certiorari for orders.
89 London. Hobson v. The Javali Co. Mayor's Court. Plaintiff's appeal.
90 Ely. Wilkinson & ors. v. Gibbard Consistory Court of Ely. Prohibition. Referred from Chambers.
91 Yorkshire, W. R. The Queen v. Duncan & ors., Jj. & Tibbutt (expte. Campbell) Nisi to hear information
92 Lancashire, Ormskirk. McAnally v. Brearley County Court. Plaintiff's appeal.
93 Met. Pol. Dist. Oyler & anr. v. Dodge Magistrate's case.
94 Same. The Queen v. Bros, Met. Pol. Mag. & Owner of 109, Southgate Road (expte. Hackney Vestry) Nisi to state case.
95 Middlesex, Brompton. Larchin v. Clowes County Court. Defendant's appeal.
96 Carnarvonshire, Pwllheli. Williams v. Williams County Court. Defendant's appeal.
97 Sussex, Lewes. Waters v. Myles County Court. Defendant's appeal
98 Yorkshire, Huddersfield. Dyson & anr. v. Hirst & ors. County Court. Defendants' appeal.
99 Middlesex, Bloomsbury. Hughes v. Parnell & Son County Court. Plaintiff's appeal.
100 Yorkshire, Halifax. Hebblethwaite & anr. v. Bentley County Court. Defendant's appeal.
101 Carnarvonshire, Portmadoc. Jones v. Parry County Court. Defendant's appeal.
102 Same. Lewis v. Parry County Court. Defendant's appeal.
103 Wolverhampton. Lyons v. Thomas Magistrate's case.
104 Yorkshire, Leeds. Pearson v. Hewling County Court Defendant's appeal.
105 Northumberland, Newcastle-upon-Tyne. Jones & Co. v. North Eastern Ry. Co. County Court. Plaintiffs' appeal.
106 London. Nokes & Stammers v. Marquis de Saliceto Mayor's Court. Defendant's appeal.
107 Middlesex, Westminster. Renande v. Bratt County Court. Defendant's appeal.
108 Middlesex, Shoreditch. Hooper v. Holme & anr. County Court. Defendant's appeal.
109 Northumberland. The Queen v. Tynemouth Rural District Council Nisi for mandamus to approve plans.
110 London. Watson v. White County Court. Prohibition. Referred from Chambers.
111 Same. Keating & Co. v. Brown County Court. Defendant's appeal.
112 Staffordshire, Burton-on-Trent. Vallencey v. Fletcher County Court. Plaintiff's appeal
113 Lancashire, Manchester. Alexander v. Wilkinson & anr. County Court. Defendants Simpson & Sons' appeal.
114 Surrey, Wandsworth. Chapman & Gillard (Tallboy, clmt.) County Court. Claimant's appeal.
115 Lancashire. The Manchester Ship Canal Co. v. The Warrington District Highway Board Magistrate's case.
116 Met. Pol. Dist. The Queen v. H. Smith, Esq., Met. Pol. Mag. & Goodman (expte. Billing) Nisi to state case.
117 Anglesey, Menai Bridge. Williams v. Roberts County Court. Plaintiff's appeal.
118 Staffordshire, Lichfield. The South Staffordshire Waterworks Co. v. Sharman County Court. Plaintiff's appeal.
119 Hampshire, Bournemouth. Cochrane (trading, &c.) v. Trantum County Court. Plaintiff's appeal.
120 Middlesex, Marylebone. Kirkaldy v. Parkinson County Court. Defendant's appeal.
121 Warwickshire. Lattimer v. Jj. of Birmingham Quarter Sessions. Special case. Applicant's appeal.
122 Same. Hodges & ors. v. Same Quarter Sessions. Special case. Applicant's appeal.
123 Same. Perrett & anr. v. Same Quarter Sessions. Special case. Applicant's appeal.
124 Lancashire, Blackburn. Harrop (trading, &c.) v. Angles County Court. Plaintiff's appeal.
125 Yorkshire, Sheffield. Yeardley v. South Yorkshire Discount & Investment Co. County Court. Defendants' appeal.
126 Suffolk, Beccles & Bungay. Rix v. Tate County Court. Plaintiff's appeal.
127 Warwickshire. The Queen v. Lord Leigh & ors. (expte. Sanderson) Nisi for mandamus to pay pension to Kinchant, late Chief Constable.
128 Lancashire, Liverpool. Holland & Co. v. Pritchard & ors. County Court. Plaintiffs' appeal.
129 Suffolk, Lowestoft. Great Eastern Ry. Co. v. Reynolds & Co. County Court. Plaintiffs' appeal.
130 Norfolk, Norwich. Goldfinkle v. Parker County Court. Plaintiff's appeal.
131 Salford. Mason v. Riley Hundred Court. Plaintiff's appeal.
132 London. Sutton v. London Chatham & Dover Ry. Co. County Court. Plaintiff's appeal.
133 Cheshire, Macclesfield. Darlow v. Boon & anr. County Court. Plaintiff's appeal.
134 Middlesex, Clerkenwell. Callow v. Powell County Court. Plaintiff's appeal.

Digitized by Google

135 Staffordshire, Walsall. Hancocks v. Woolley County Court. Defendant's appeal.
136 Middlesex, Whitechapel. Rowley v. Calnan County Court. Plaintiff's appeal.
137 Met. Pol. Dist. Kirk v. Plumstead Overseers. Magistrate's case.
138 Glamorganshire, Swansea. Field v. Haege County Court. Defendant's appeal.
139 Monmouthshire. The Queen v. Williams, Esq., & anr., JJ., &c., and Barnes and ors. (expte. H. Smith) Nisi for certiorari for order of Justices.
140 Surrey, Lambeth. Allden v. Wauter & Co. County Court. Defendants' appeal.
141 Bedford. Killick v. Graham Magistrate's case.
142 Devonshire. Tomlin v. Olver Magistrate's case.
143 Staffordshire, Burton-on-Trent. Chell v. Hall & Boordman County Court. Plaintiff's appeal.
144 Same. Smith v. Same County Court. Plaintiff's appeal.
145 Somersetshire, Taunton. Brewer v. Curry Moor Drainage Board County Court. Defendants' appeal.
146 London The Queen v. Bishop & ors. (expte E. P. Young) Nisi for mandamus to hear, &c. disputes.
147 Yorkshire, Huddersfield. Noakes & ors. v. Day & ors. County Court. Defendant Cliffe's appeal.
148 Sussex, Lewes & Eastbourne. The Mayor, &c. of Eastbourne v. Bradford County Court. Defendant's appeal.
149 Berkshire, Reading. Jeffreys v. Roberts (Margetson, clmt.) County Court. Plaintiff's appeal.
150 Met. Pol. Dist. Borrow v. Howland Magistrate's case.
151 Cambridge. Whitehead v. Wisbey Magistrate's case.
152 Middlesex, Shoreditch. Sutton, Carden & Co. v. Ward & anr. (trading, &c.) County Court. Defendant Paul's appeal.
153 Derbyshire, Derby. Re The Derbyshire County Council, Mayor, &c. of Derby and the Local Government Act County Court. Defendants' appeal.
154 Bedfordshire, Biggleswade. Conder v. Bixby & anr. (trading &c.) County Court. Defendants' appeal.
155 Cheshire, Nantwich. Darlow v. Ankers & anr. County Court. Plaintiff's appeal.
156 Surrey, Croydon. Templeton v. Jackson. County Court. Plaintiff's appeal.
157 Met. Pol. Dist. Worth v. Brown Magistrate's case.
158 Southampton. The Queen v. JJ. for Southampton (expte. Isle of Wight Central Ry. Co.) Nisi for mandamus to direct Clerk of Peace to hear objections on taxation.
159 Cardiff. The Queen v. Lewis, Esq., Stip. Mag. & Frikart (expte. Evans) Nisi to state case.
160 Same. The Queen v. Same & Bridgwater (expte Same) Nisi to state case.
161 London. Summers v. Blackwall Galvanised Iron Co. County Court. Plaintiff's appeal.
162 Yorkshire, Bradford. Farrow v. Newhouse County Court. Plaintiff's appeal.
163 Salford. Morris v. Royle Magistrate's case.
164 Cheshire. The Queen v. London & North Western Ry. Co. & ors. (expte. Postmaster-General) Nisi for mandamus to carry out provisions of Parcels Post Act.
165 Middlesex, Westminster. Great Western Ry. Co. v. Hastie County Court. Defendant's appeal.
166 Staffordshire, Newcastle-under-Lyne. Carter & 59 ors. v. Rigby & Co. County Court. Defendants' appeal.
167 Middlesex, Shoreditch. Baylis v. Brett County Court. Defendant's appeal.
168 Leeds. Cook v. Hainsworth Magistrate's case.
169 Middlesex, Marylebone. Osborne v. Chocqueel County Court. Defendant's appeal.
170 Surrey, Southwark. Everson v. Crowther & Co. County Court. Defendants' appeal.
171 Sussex, Brighton. Hanbury & Co. v. Bower (Turner, clmt.) County Court. Claimant's appeal.
172 England. The Queen v. Payne & anr. (expte. Gowen) Nisi for attachment for newspaper comments.
173 Yorkshire, W. R. The Queen v. H. H. Judge Gates & Jackson (expte. Mawson Bros.) Nisi to hear action.
174 Liverpool. The Queen v. Crosfield & anr., JJ., & Lynn (expte. Mersey Docks, &c. Board) Nisi to state case.
175 Essex. The Queen v. Wedd & anr., JJ., and Bunting (expte. Pearce) Nisi for certiorari for conviction.
176 Southampton. Lintern v. Burchell Magistrate's case.
177 Merioneth. Le Neve Foster v. Fyfe & anr. Magistrate's case.
178 Same. Same v. Same Magistrate's case.
179 Staffordshire. The Queen v. Ashworth & anr., JJ., & Brough (expte. Brough) Nisi for certiorari.
180 Carnarvonshire, Carnarvon. Parry & anr. v. Watkin & ors. County Court. Defendants' appeal.

REVENUE PAPER.

For Hearing.

CAUSES BY ENGLISH INFORMATION.

1 Attorney-Gen. v. The Verderers of the New Forest & ors. part heard.
2 Attorney-Gen. v. Newcomen (since dec.) and ors. part heard.
3 Attorney-Gen. v. Earl of Carlisle & ors.
4 Attorney-Gen. v. Walker & ors.

Petition.

5 In re a Settlement, &c. and the Reversionary Interest Society ld. (under Sec. 10 of Finance Act, 1894).

Cases Stated as to Income Tax and Stamp Duty.

6 Benjamin Brooke & Co. ld., Applts., and the Commissioners of Inland Revenue, Respts.
7 The Rhymney Iron Co. ld., Applts., and Fowler (Surveyor of Taxes), Respt.
8 Clifford & anr., Applts., and The Commissioners of Inland Revenue, Respts.

Opposed Motion.

9 Attorney-Gen. v. The Ffaldau Collieries Co. ld. and anr.

Motions for Attachment 12

DIVISIONAL LIST.—SUMMARY.

Special Paper	16
Opposed Motions	19
Crown Paper	180
Revenue	21
Total	236

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals for hearing before a Divisional Court Sitting in Bankruptcy, from County Courts, pending March, 1896.

In re Dunkley Expte. Dunkley
In re Maughan Expte. Maughan
In re Hellyer Expte. Cockburn
In re Milns Expte. Ker
5 In re Jones Expte. Trustee
In re Barr Expte. Woolfe
In re Parkes (trading as Parkes & Co.) Expte. Pneumatic Tyre Co.
In re Scott, A. Expte. Scott, A.
In re Gwilym Expte Bevan
10 In re Newington, De B. Expte. Official Receiver
In re Phillips Expte. The Treboeth Brick Co.
In re Dagnall Expte. Soan & Morley
In re Daniel Expte. Barfoot
In re Newton Expte. Collins
15 In re Deadman Expte. Maxfield & ors.
In re Munsen Expte. Munsen

Motions in Bankruptcy for hearing before Mr. Justice Vaughan Williams, pending March, 1896.

In re Caldwell Expte. Haydon v. Fox (standing over by consent)
In re Saunders Expte. Official Receiver
In re Alderson Expte. Jackson v. Board of Trade
In re Somes Expte. Deller
5 In re Messiter Expte. Denman v. Sanguinetti
In re Myers Expte. Official Receiver v. Myers
In re Tucker Expte. Newstead v. Stewart
In re Tucker Expte. Stewart v. Newstead
In re Thornton Expte. Matyear v. Official Receiver
10 In re Follett Expte. Hobbs v. Jackson
In re Tucker Expte. Johanning v. Newstead
In re Peel Expte. Thomas v. Salaman
In re Somes Expte. De Lermos v. Deller
In re Sass Expte. The National Provincial Bank of England
15 In re Goodchild Expte. East London A. F. O. v. Bayford
In re O'Shea Expte. Trustee v. Armstrong
In re Same Expte. Same v. Brown
In re Kays Expte. Oppenheimer
In re Annan Expte. Logan & ors. v. Figg
20 In re Livesey Expte. Reeve v. Trustee
In re Dunhill Expte. Thorpe v. Official Receiver
In re Baxter & Johnson Expte. Chapman v. Ford
In re Thornton Expte. Matyear v. A. M. Evans
In re Somes Expte. Thornton, Liquidator, Callao Bis ld. v. Deller
25 In re Myers Expte. Official Receiver v. Ada Myers
In re Peel Expte. Pooler v. Salaman
In re O'Farrell Expte. Oakley & anr. v. Official Receiver, Trustee
In re Hawkes Expte. Official Receiver, Trustee v. Morgan
In re Miller Expte. Palmer v. Coomes
30 In re Wynne & Son Expte. Simpson & anr. v. Whinney
In re Cogden Expte. Light v. Perry
In re Page Green Expte. Page Green v. Salaman
In re Simpson Expte. Larpent v. Tanner
In re Ross Expte. Official Receiver, Trustee v. Vernet & ors.
35 In re Sanders Expte. Official Receiver, Trustee v. Foord
In re Woodhead Expte. Stone Co. v. Official Receiver, Trustee
In re Tatham & Co. Expte. Parker v. Peat
In re Gallard Expte. Gallard, H.
In re Baxter & Johnson Expte. Park v. Ford
40 In re Weir Expte. O. Berry v. Weir, D.
In re Same Expte. Same v. Dotteridge
In re Pennal Expte. Same v. Boyd & Co.
In re Mark Expte. Nichols v. Hazeldine
In re Ashwin Expte. Pollock v. Ball
45 In re Smith, H. W. Expte. Morgan v. Whinney

Matters in Bankruptcy.—Total Appeals and Motions .. .. 61.

Digitized by Google

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

A to F.

All Applications by Summons or otherwise in Actions assigned to Master KAYE are to be made returnable before him in his own Room, No. 181, at 11.30 a.m., on *Mondays*, *Wednesdays*, and *Fridays*.

G to N.

All Applications by Summons or otherwise in Actions assigned to Master WALTON are to be made returnable before him in his own Room, No. 175, at 11.30 a.m., on *Mondays*, *Wednesdays*, and *Fridays*.

O to Z.

All Applications by Summons or otherwise in Actions assigned to Master ARCHIBALD are to be made returnable before him in his own Room, No. 109, at 11.30 a.m., on *Mondays*, *Wednesdays*, and *Fridays*.

The Parties are to meet in the Ante-room of Masters' Chambers, and the summonses will be inserted in the Printed List for the day after the Summonses to be heard before the Master sitting in Chambers, and will be called over by the Attendant on the respective Rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1896.

A to F.

Mondays, Wednesdays, Fridays	Master JOHNSON.
Tuesdays, Thursdays, Saturdays	Master POLLOCK.

G to N.

Mondays, Wednesdays, Fridays	Master MACDONELL.
Tuesdays, Thursdays, Saturdays	Master BUTLER.

O to Z.

Mondays, Wednesdays, Fridays	Master WILBERFORCE.
Tuesdays, Thursdays, Saturdays	Master MANLEY SMITH.

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

ADMIRALTY.—EASTER SITTINGS, 1896.

ACTIONS FOR TRIAL.

	Ship "ADAM SMITH"			Ship "LAJU"
	" "ALSATION"			" "LONGUEIL"
	" "ANNIE"		30	" "LORD OF THE ISLES"
	" "ARDOE"			" "MAGGIE MACNAIR"
5	" "ATALA"			" "MARIPOSA"
	" "BALTIMORE"			" "MILLICENT"
	" "BARRISTER"			" "NETLEY ABBEY"
	" "CALEDONIA"		35	" "OCEANIO"
	" "CASSEL"			" "OPORTO"
10	" "CHATSWORTH"			" "PARIS"
	" "CIUDAD DE REUS"			" "ROSE CASTLE"
	" "DARBY"			" "ROTHESAY"
	" "DEERHILL"		40	" "RUTLAND"
	" "DUCA GALLIERA"			" "SABRINA"
15	" "EDENBRIDGE"			" "SANDHILL"
	" "EFFORT"			" "SARAH RADCLIFFE"
	" "ELBE"			" "SARAH"
	" "FALCON"		45	" "SEVERUS"
	" "FOREST BELLE"			" "SIBERIAN"
20	" "FOREST HOLME"			" "SOUTHEND"
	" "FLYINGDALE"			" "SPRINGBOK"
	" "GRENMAR"			" "THIRLMERE"
	" "HELENA"		50	" "TURKISTAN"
	" "HELGA"			" "URBINO"
25	" "HOBOKEN"			" "WINSTANLEY"
	" "JOHN BYNG"		53	" "ZULU"
	" "KOTKA"			

SUMMARY.—Actions for Trial . . . 53; Appeals to Divisional Court . . . 0—Total . . . 53.

MEMORANDUM.—No complete List of Actions to be tried in this Division during Easter Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

Digitized by Google

HIGH COURT OF JUSTICE.

PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at EASTER SITTINGS, 1896.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		PART-HEARD CAUSES. *Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.*			
1	D.	Tomlin *v.* Tomlin & Dixon	Cannon & Palmer.		
2	D.	Healey *v.* Healey & Sirett	Bordman & Co.		
3	D.	Nokes *v.* Nokes & Golding	T. H. Philpots.		
4	D.	Cracknell *v* Cracknell & Riley	In Person.	Maynard & Son.	
5	D.	Bourne *v.* Bourne & Spreng	Huxham & Rawlinson.		
6	D.	Plowden *v.* Plowden & Echersley	Holdsworth & Payne.		
7	D.	Seekins *v.* Seekins & Adams	H. Korby	F. Hatton.	
8	N.	Barrow *v.* Barrow orse. Lyons	Francis & Caley	J. R. Roberts.	
9	D.	Greaves *v.* Greaves	Warriner & Co.		
		BEFORE THE COURT ITSELF—UNDEFENDED DIVORCE.			
1	D.	Dean *v.* Dean & Porcher	T. A. Dennison & Co.		
2	D.	Dutton *v.* Dutton & Webber	Ford & Ford.		
3	J.S.	Hemmington *v.* Hemmington	E. G. Watkins.		
4	N.	Lindsay *v.* Lindsay orse. Stewart	Baker, Blaker & Hawes.	Wontner & Sons.	
5	J.S.	St. Ruth *v.* St. Ruth	Norris, Allens & Chapman.	Robbins, Billing & Co.	
6	D.	Bennett *v.* Bennett	Torr & Co.		
7	R.C.R.	Beauclerk *v.* Beauclerk	Lewis & Lewis.		
8	D.	Von Zeidlitz *v.* Von Zeidlitz	Edmonds & Turner.		
9	D.	Macklin *v.* Macklin & Abrahamson	H. Sydney.		
10	D.	Lewitt *v.* Lewitt & Hull	Pitman & Sons.		
11	D.	Piesse *v.* Piesse	R. Jennings,		
12	D.	Rowlands *v.* Rowlands	Lloyd, George & Co.	R. Jenkins.	
13	N.	Hayes *v.* Hayes orse. Allen (stands over till 2nd May)	J. S. Scard.		
14	D.	Carter *v.* Carter	In Person.		
15	N.	Balcarras *v.* Balcarras	T. W. Hall.		
16	D.	Evans *v.* Evans & Watts	W. T. Ricketts.		
17	J.S.	Ringland *v.* Ringland	Miller, Vardoe & Co.		
18	J.S.	Master *v.* Master	Miller, Smith & Bell	E. T. Moran.	
19	D.	Dalling *v.* Dalling	Smith & Gofton.		
20	D.	Sherwin *v.* Sherwin & Gadd	John Hands.		
21	D.	Crowhurst *v.* Crowhurst & Roberts	R. Carter.		
22	D.	Simpson *v.* Simpson	Pritchard, Englefield & Co.		
23	D.	Moors *v.* Moors & Stein	J. Tyrell.		
24	D.	Connock *v.* Connock & Scott.	J. Haynes.		
25	D.	Hawke *v.* Hawke	Clarke & Blundell.		
26	D.	Limb *v.* Limb & Teale	Finis & Wylie.		
27	D.	Hodgson *v.* Hodgson	E. Flux Leadbitter.		
28	D.	Stokes *v.* Stokes	Angell Imbert-Perry & Co.		

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
29	J.S.	Dannon v. Dannon	Pownall & Co.	Bordman & Co.	
30	D.	Dunsterville v. Dunsterville	Marwood Leonard. Boyd Braund.		
31	D.	Milman v. Milman	Walker, Martineau & Co.		
32	D.	Casselmann v. Casselmann & Heylbock	G. R. Harrison.		
33	D.	Mathers v. Mathers	In Person.		
34	D.	Hayward v. Hayward	W. W. Stocken.		
35	D.	Potter v. Potter	Iliffe, Henley & Sweet		
36	D.	Bishop v. Bishop	F. F. Palmer	Butterworth.	
37	D.	Gowing v. Gowing & Adams	W. H. Fairfax Brooks		
38	D.	Barker v. Barker & Catchpole	S. Myers		
39	D.	Bevan v. Bevan	Lumley & Lumley.		
40	D.	Fraser v. Fraser & Campbell	M. Nordon.		
41	D.	Ruck v. Ruck	A. Wood & Co.		
42	D.	Dutton v. Dutton	Williamson, Hill & Co.		
43	D.	Taylor v. Taylor & Langdon	W. B. Glasier.		
44	D.	Tatler v. Tatler & Bailey	Taylor, Hoare & Pilcher.		
		COMMON JURIES.			
1	D.	Michell v. Michell & Bell	Indermaur & Brown.		
2	D.	Dee v. Dee	Kemble & Co.	R. Greening.	
3	D.	Burrows v. Burrows & Champion	A. Newton & Co.	Wilkinson, Howlett & Wilkinson.	
4	D.	Richards v. Richards & Maycock	F. H. Bertie	J. A. Parkes.	
5	D.	Berkley v. Berkley & Hawkes	Budd, Johnson & Jecks.	Speechly & Co.	
6	D.	Johns v. Johns, Kenny, Pond & Gardner		Riddell, Vaisey & Co.	Riddell, Vaisey & Co. *for* Kenny & Gardner. R. White *for* Pond.
7	P.	In the Goods of W. J. Downs, dec. Jago v. Sleap	Blyth & Co.		
8	D.	Mintrum v. Mintrum	P. J. Nicholls.		
9	P.	In the Goods of E. Cullen, dec. Harding v. Harding & Lettelier (H. Rowley party cited)	N. N. Stansbury	F. Hattton.	
10	D.	Brady v. Brady & Johnston	H. Happold.		
11	D.	Marshall v. Marshall, Grundy and Collins	Geare, Son & Pease.	S. G. Warner.	
12	D.	George v. George & Holroyd	F. Fitz Payne	Philpin & Davies.	
13	P.	In the Goods of C. F. Bishop, dec. Bishop v. Bishop	Clarkson & Toovey	R. Froe.	
14	D.	Burnup v. Burnup	Dixon, Weld & Dixon	Campbell, Reeves & Co.	
15	D.	Hern v. Hern & Winnifrith	Geare, Son & Pease.		In Person.
16	D.	Langhorn v. Langhorn & Doyle (Queen's Proctor shewing cause).			
17	P.	In the Goods of J. Hickman, dec. Hickman v. Smith	C. Robinson & Co	Robins, Billing & Co.	
18	D.	Wainwright v. Wainwright & Carr	Turner, Smith & Co.		
19	D.	Wakefield v. Wakefield & King	Clinton & Co.	W. J. H. Bull.	
20	J.S.	Nicolson v. Nicolson	Preston, How & Co.	Beale & Co.	
21	D.	Barnes v. Barnes & Farrell	Speechly, Mumford & Co.	W. K. Walter.	
22	D.	Ashwell v. Ashwell & Armitage	Harman, Ward & Collier.		Rowcliffes.
23	P.	In the Goods of Driver. Driver v. Driver	G. Booth	W. H. Winterbotham. J. J. G. Pugh.	
24	P.	In the Goods of R. N. Kemp, dec. Kemp v. Store	Banes	Keene, Marsland & Co.	
25	D.	Solomon v. Solomon	H. J. Mannings	J. E. Harris.	
26	D.	Organ v. Organ & Pearce	Darley & Cumberland	Ford & Ford.	
		BEFORE THE COURT ITSELF—DEFENDED. DIVORCE AND PROBATE.			
1	P.	In the Goods of Thomas Lewis, dec. Lewis v. Lewis	T. White & Sons.	A. Jonas.	
2	J.S.	Young v. Young	Lewis & Lewis	H. A. Farman.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
3	D.	Stoneman v. Stoneman, Pally & Day	Pritchard, Englefield & Co.	Belfrage & Co.	Iliffe, Henley & Sw[illegible] for Day.
4	D.	Turnpenny v. Turnpenny	Willie Shore	W. J. Collens.	
5	R.C.R.	Oldroyd v. Oldroyd	Patersons, Snow & Co.	Vincent & Vincent.	
6	R.C.R.	Carter v. Carter	T. D. Dutton	E. T. Ricketts.	
7	D.	Ierson v. Ierson	F. Howse	Le Brasseur & Bowen.	
8	P.	In the Goods of Boorn. Minns v. Grimyear & Wood	A. R. O. Lowndes	H. Sowton.	
9	D.	Taylor v. Taylor, Chadburn and Simpson	Robins, Hay & Co.	T. R. Kent.	
10	P.	In the Goods of Sarah Nottidge, dec. Harris v. Sorrell	Bridges & Co.	Reep, Lane & Co.	
11	J.S.	Smith v. Smith	Stanley, Evans & Co.	W. P. Neal.	
12	D.	Winchcomb v. Winchcomb & Eatwell	Tarry, Sherlock & Co.	A. E. Copp.	
13	D.	Samuel v. Samuel, Briscoe & Barrow and ors.	F. Venn & Co.	W. N. Ellen	Ever & Neave for Briscoe. Stibbard & Gibson for Barrow.
14	P.	In the Goods of Henry Gresham, dec. Woods v. Harrison	Clinton & Co.	F. Hatton.	
15	J.S.	Mackay v. Mackay	J. G. Metcalfe	Thompson & Son.	
16	D.	Tinker v. Tinker	Crowders & Vizard	Ayrton & Biscoe.	
17	P.	In the Goods of Pritchard. Pritchard v. Pritchard	Vizard & Co.	Indermaur & Co.	
18	D.	Smith v. Smith & Charles	W. H. Smith & Son	E. A. Fuller.	
19		Britton v. Britton & Wain	Sedgwick & Co.	D. Jones	D. Jones.
20	P.	In the Goods of Gayton & anr. v. Chalk	Lowe & Co.	Field, Roscoe & Co.	
21	D.	Arbuthnot v. Arbuthnot & Mills	Francis & Johnson	A. Newton & Co.	A. Newton & Co.
22	D.	Bass v. Bass & Houchin	A. T. Margetts	In Person.	
23	D.	Vile v. Vile	Windsor & Co.	Morten, Cutler & Co.	
24	J.S.	Phillips v. Phillips	A. E. Cubison	Carr & Martin.	
25	J.S.	Ryder v. Ryder	Ayrton & Biscoe	In Person.	
26	P.	In the Goods of Michell, dec. Michell v. Frere	Crosse & Sons	Cattarns, Jehu & Co.	
27	D.	Johnson v. Johnson	Holmes Moss	C. Scard	
28	P.	In the Goods of Reeve, dec. Hope v. Thomas	Satchell & Chapple	Busk & Mellor.	
29	I.	Dunster v. Dunster	R. F. Clarke	Blyth, Dutton & Co.	
30	D.	Perry v. Perry & Costa	F. F. Palmer	Mossop & Rolff.	
31	P.	In the Goods of Holdsworth, dec. Stephenson v. Holdsworth	Jacques & Co.		
32	P.	In the Goods of Trundell, dec. Trundell & anr. v. Trundell	S. Evans	A Pope.	
33	P.	In the Goods of Wilkinson. Bannister v. Smith	H. P. Scatliff.	R. H. Ward.	
34	R.C.R.	Walker v. Walker.	Lumley & Lumley	Rowcliffes & Co.	
35	N.	Firth v. Firth	Van Sandau & Co.	Arcoll & Co.	
36	J.S.	Moss v. Moss	Kingsbury & Co.	Hickling & Co.	
37	P.	In the Goods of Jones. Williams v. Pritchard	T. L. Yates	Jacques & Co.	
38		In the Goods of Hardy, dec. Frost v. Taylor & ors.	Bower & Co.	Rowcliffes & Co. Bridges & Co. Cree & Son. Horn & Co.	
39	D.	Chapman v. Chapman.			
40	D.	In the Goods of Powell v. Barrett	T. A. Jones.		
41	D.	Cowans v. Cowans.	Tyrrell, Lewis & Co.	Pennington & Son.	
42	D.	Poole v. Poole & Charlton (Queen's Proctor showing cause).	In Person.		
43	D.	Willicomb v. Willicomb & Twyman	F. F. Palmer	H. Pierson.	
44		In the Goods of Oxenbould & Smith	R. Smith & Co.	Burton & Co.	
45	P.	In the Goods of Wake v. Anderson & anr.	Bell, Brodrick & Co.	Ullithorne & Co.	
46	J.S.	Shaw v. Shaw	Wady & Co.	Johnson, Weatherall & Co.	
47	D.	Harvey v. Harvey	T. H. E. Foord	Pritchard & Sons.	
48	D.	Smith Hughes v. Smith Hughes	Prior & Co.	R. White.	
49	P.	In the Goods of Beswick. Myers v. Darley	Iliffe, Henley & Co.	Mear & Fowler.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
50	J.S.	Scorza v. Scorza	P. Braby	Bolton & Co.	
51	P.	In the Goods of Bennett. Vesey v. Slater	Murray, Hutchings & Co.		
52	D.	Ascroft v. Ashcroft	Davidson & Morris	Firth & Co.	
53	P.	In the Goods of Ransom v. Helyer.	Dormer & Co.	Dawes & Sons.	
54	D.	Stock v. Stock	Hill & Co.	Gibbs & Co.	
55	D.	Maggs v. Maggs & Creedy (Queen's Proctor showing cause).	Shaen & Co.		
		SPECIAL JURIES.			
1	J.S.	Mayhew v. Mayhew	J. C. Dalzell	T. W. Rogers.	
2	D.	Williams v. Williams & Myburgh	Murray, Hutchins & Co.	J. G. Layard	Clowes & Co.
3	P.	Arnold (Arnold cited) v. Hollis & anr.	Snowden & Co.	Stanley, Evans & Co.	
4	P.	In the Goods of R. T. Chaloner, dec. Hatton v. Challoner			
5	D.	Jones v. Jones, Harvey, Bathurst and Allen.			
6	P.	In the Goods of H. Worland, dec. Worland v. Byford			
7	D.	Stoneman v. Stoneman, Pally & Day	Pritchard, Englefield & Co.	Belfrage & Co.	Iliffe, Henley & Sweet *for* Day.
8	D.	Yarde Buller v. Yarde Buller.	Guedella & Cross	E. J. Mote.	
9	D.	Watt v. Watt	Day, Russell & Co.	M. Abrahams.	

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Causes before Court itself—Undefended	44
Common Juries	26
Causes before Court itself—Defended	55
Special Juries	9
Total Actions and Causes	134

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
1	J.S.	Gothard v. Gothard (order)	A. W. Thomas	Alfred R. Gery.	
	D.	Gothard v. Gothard & Wolf	Alfred R. Gery	A. W. Thomas	Hack & Morris.
2	D.	Greenwood v. Greenwood (commission)	S. G. Warner.		
3	J.S.	Adams v. Adams (defd. order)	C. Robinson & Co.	F. Freke Palmer.	
4	D.	Burrows v. Burrows & Normington (defd. order)	J. P. Chadwick	Andrew Wood & Co.	Andrew Wood & Co.
5	R.C.R.	Burley v. Burley (defd.) (stay secy.)	Crossman & Co.	A. C. Derham.	
6	D.	Swan v. Swan (stay secy.)	F. Deakin.	Smith & Co.	
7	D.	Jeffries v. Jeffries. (defd. order)	Hicklin & Co.	A. G. Ditton.	
8	D.	Ford v. Ford & Zimelli (defd. order)	Montagu, Scott & Co.	Coode & Co.	
9	J.S.	Henry v. Henry (defd. order)	Fraser & Co.	R. B. Coe.	
10	D.	Thomas v. Thomas & Evans	C. Robinson & Co.	Wainwright & Co.	
11	D.	Pilling v. Pilling	L. Kirkman.		
12	J.S.	Henshaw v. Henshaw (undefd. order)	Bell & Co.	Arkcoll & Co.	
13	D.	Cowley v. Cowley & McCarthy (stay secy.)	V. Thomasset	Fielder & Co.	
14	J.S.	Grove v. Grove (defd. order)	W. T. Harvey	W. Smee.	
15	D.	Waddington v. Waddington (stay secy.) undefd.	E. Clarke	E. Shalless.	
16	D.	McLean v. McLean & Gardner C.J. (stay order)	S. P. Nash	Hughes & Co.	Hughes & Co.
17	D.	Juggins v. Juggins, Hughes & Potter C.J. (stay secy.)	Smith & Co.	Brownlow & Howe	Brownlow & Howe *for* Potter.
18	D.	Collick v. Collick & Phillips orse. Lewis C.J. (stay order)	Smiles & Co.	Riddell, Vaisey & Co.	Riddell, Vaisey & Co.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
19	J.S.	Phillips v. Phillips	T. Beard & Sons	L. Rawlins.	
20	R.C.R.	Noble v. Noble (stay secy.)	French & Lewis	Crowders & Vizard.	
21	D.	Frith v. Frith & Price (stay secy.)	C. L. W. Nicholson	C. W. V. Stewart.	
22	J.S.	Lardner v. Lardner	Futvoye & Co.	Flegg & Son.	
23	D.	Self v. Self	Hood Barrs & Co.		
24	D.	Alexander v. Alexander	Harris & Chitham.		
25	R.C.R.	Butterworth v. Butterworth	Colyer & Colyer	G. H. Steinberg.	
26	D.	Fuller v. Fuller (stay secy.)	A. S. C. Doyle	C. W. V. Stewart.	
27	D.	Hogben v. Hogben & Lyons (stay secy.)	Wilkinson & Son.	C. W. V. Stewart.	
28	D.	Edwards v. Edwards & Corry. (stay secy.)	Rudall, F. A.	Greenop & Sons	C. J. Brocklesby.
29	D.	Coutts v. Coutts & Kelly (stay secy.)	Dix & Warlow	Wontner & Sons.	
30	D.	Muldowney v. Muldowney (order)	Stoneham & Son	Saxelby & Faulkner.	
31	D.	Bicknell v. Bicknell & Foote (stay secy.)	Templeton & Co.	Preston & Co.	
32	D.	Rose v. Rose & White (stay secy.)	Ward, Perks & McKay.	P. J. Rutland	Vandam & Terry.
33	D.	Parrock v. Parrock & Taylor (order)	In Person		Maynard & Son.
34	J.S.	Rogers v. Rogers (order)	Bolton & Co.	Law & Worsam.	
35	D.	Smith v. Smith (stay com.)	A. G. Ellis	Marriott & Co.	
36	D.	Little v. Little (order)	Church & Co.	Talbot & Quayle.	
37	R.C.R.	Street v. Street (order)	A. W. Mills	Chamberlayne & Short.	
38	D.	Parker v. Parker & Lawrence.	Smiles & Co.	Starling & Co.	
39	D.	Lowndes v. Lowndes & Scott (order)	Field, Roscoe & Co.	Rowcliffes & Co. R. White.	
40	D.	Dunn v. Dunn & Gee (stay order)	Robert Jenkins	L. W. Byrne.	
41	D.	Bull v. Bull & Wilson (order)	Prior, Church & Adams.	Speechly, Mumford & Co.	Speechly, Mumford & Co.
42	D.	Wooding v. Wooding & Fensome	J. R. Ockleshaw-Johnson.	Neve & Beck.	
43	D.	Morton v. Morton & Mahs	Lewis & Lewis	Harwood & Stephenson.	Huntington & Leaf.
44	D.	Rothwell v. Rothwell & Jones	J. Hands	M. Nordon.	
45	D.	Patterson v. Patterson & Edmondson	Wynne, Holme & Wynne.	Leggatt, Rubinstein & Co.	
46	D.	Tremlett v. Tremlett	J. Greenfield	Osborn & Osborn.	
47		Keller v. Keller	Maynard & Son.		
48	D.	Arnold v. Arnold & Parr	Ford & Ford.		
49	J.S.	Hansen v. Hansen	Bell, Brodrick & Gray	Downing, Holman & Co.	
50	R.C.R.	Phillips v. Phillips	Forth & Co.	T. Benham.	
51	D.	Dwyer v. Dwyer & Hazeldine	J. A. Bartrum	Crowders & Vizard	Crowders & Vizard.
52	D.	Cantello v. Cantello & Crosby	W. M. Willcocks.	J. Hayward	J. Hayward.
53	D.	Brodrick v. Brodrick	Lumley & Lumley	Robins, Billing & Co.	
54	D.	Bird v. Bird & Judkins.	C. Robinson & Co.	Lewis & Lewis	Lewis & Lewis.
55	D.	Moore v. Moore	C. & H. Brandon & Co.	Foster & Co.	
56	D.	Cooke v. Cooke & Hall	Meredith & Co.	Hamlin, Grammer & Co.	
57	D.	Butterworth v. Butterworth	Wilson, Wallis & Co.	F. Deakins.	
58	D.	May v. May, Symons & Fletcher	H. C. Hardy	E. Swain.	
59	D.	Arbuthnot v. Arbuthnot & Mills	Francis, Johnson & Co.	A. Newton & Co.	
60	D.	Dutton v. Dutton & Webber	Ford & Ford.		
61	D.	Coffin v. Coffin	In Person.		
62	J.S.	Young v. Young	Lewis & Lewis	H. A. Farman.	
63	R.C.R.	Carter v. Carter	T. D. Dutton	E. P. Ricketts.	
64	J.S.	Smith v. Smith	Stanley, Evans & Co.	W. P. Neal.	
65		Scott v. Scott	J. T. Rossiter	Prince & Plumridge.	
66		Samuel v. Samuel, Briscoe, Barrow & ors.	F. Venn & Co.	W. N. Ellers	Ever & Neave for Briscoe. Stibbard & Gibson for Barrow.
67		Tinker v. Tinker	Crowders & Vizard	Ayrton & Biscoe.	
68		Ward orse. Dormer v. Ward	Witham, Roskell & Co.	Few & Co.	
69	P.	In the Goods of Jacob Augustin Savage. Shrimpton v. Savage & ors.	Andrew, Wood & Co.	Marsden, Hewitt & Urquhart.	
70		Potter v. Potter	Asprey & Harris	Smiles & Co.	
71	D.	Bale v. Bale & O'Gorman	J. A. Parkes	W. H. Armstrong.	
72		Court v. Court & Harris	E. Clark.		

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
day, Apr. 20	Mr. Carrington	Mr. Pugh	Mr. Ward	Mr. Jackson	Mr. Godfrey	Mr. Rolt	Monday, Apr. 20
day „ 21	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Tuesday „ 21
nesday „ 22	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Wednesday „ 22
rsday „ 23	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Thursday „ 23
y „ 24	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Friday „ 24
day „ 25	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Saturday „ 25

*** *The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May*, 1896, *both days inclusive.*

COUNCIL OF LEGAL EDUCATION.

EASTER EXAMINATION, 1896.

NERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

d at the Inner Temple Hall, 24th, 25th, and 26th March, 1896.

e COUNCIL OF LEGAL EDUCATION have awarded to the following nts Certificates that they have satisfactorily passed a Public mination :—

Ahmed, Syed Wasiuddin, Middle Temple,
Allen, Raymund Cecil Edward, Inner Temple,
Bacon, Richard, Lincoln's Inn,
Barker, Wilberforce Ross, Gray's Inn,
Bradley, William Henry, Middle Temple,
Brown, Roland Alexis, Inner Temple,
Buckle, Harry Osborne, Inner Temple,
Cochrane, Walter Neville, Inner Temple,
Combe, Ralph Molyneux, Inner Temple,
Coventry, (The Hon.) Reginald William, Inner Temple,
Creswell, Richard Henry, Inner Temple,
Das, Lalla Sundar, Middle Temple,
e Freitas, Guilherme José, Middle Temple,
Dill, George Francis Gordon, Inner Temple,
Donald, Alexander Karley, Gray's Inn,
Dorabjee, Dhunjeesha, Inner Temple,
Dorrell, George Henry, Middle Temple,
Egerton, Walter, Middle Temple,
Elton, Ambrose, Middle Temple,
Evans, John Llewelyn Davies, Inner Temple,
Fellows, Alfred James, Lincoln's Inn,
Filmore, Lewis Egerton, Inner Temple,
Floersheim, Cecil Louis Ferdinand, Inner Temple,
French, Alfred Henry Laurence, Gray's Inn,
Gatehouse, Hugh, Lincoln's Inn,
Graham, William James Holmes, Inner Temple,
Hampson, Robert Hamer, Middle Temple,
Harris, Jacob Claudius Garner, Middle Temple,
Hartley, James Blenkinsop, Inner Temple,
Heywood, George William, Inner Temple,
Hosain, Mostafa, Inner Temple,
Humphrys, Ernest Edward, Middle Temple,
Jackson, Thomas Hughes, Lincoln's Inn,
Jones, Thomas William, Middle Temple,
Joseph, Henry Owen, Lincoln's Inn,
Khan, Sheikh Mohammed Usuf Husain, Inner Temple,
Knox-Johnson, William, Lincoln's Inn,
Leslie, William Murray, Middle Temple,
Levick, Lionel Tudway, Lincoln's Inn,
Linford, Raymond Thomas, Middle Temple,
Lupton, William Holland, Middle Temple,
Mander, Frederick William, Lincoln's Inn,
Marshall, Hugo Theodore, Inner Temple,
Nai Chewn, Middle Temple,
Nasib, Sheikh Mohammad, Middle Temple,
Newton, Joseph Henry Samuel William, Middle Temple,
Nutter, Alfred Barrett, Lincoln's Inn,
Parsons, Frederick George, Lincoln's Inn,
Powell, Thomas Percy Prosser, Inner Temple,
Preston, Hillary Richard, Middle Temple,
Rai, Bihari Lal, Inner Temple,
Reza, Syed Mohammed, Middle Temple,
Robinson, Bertram Fletcher, Inner Temple,
Rogerson, Thomas Cooper, Inner Temple,
Scott, James George, Inner Temple,
Sellar, Gerard Henry Craig, Inner Temple,
Sorabji, Richard Kaikhusroo, Lincoln's Inn,
Stewart, Walter James Lionel, Inner Temple,
Storey, Robert Holme, Inner Temple,
Sweeting, Richard Deane, Gray's Inn,
Thomas, Edward Aubrey, Inner Temple,
Turton, Willie Jack Trevor, Middle Temple,
Umar, Sheikh Muhammad, Middle Temple,
Waldo, Frederick Joseph, Middle Temple,
Williams, William Lymington, Gray's Inn,
and
Williamson, George Watkins, Lincoln's Inn.

Examined, 108. Passed, 66.

NOTE.—Of the 42 Candidates who failed 5 were ordered not to be admitted for examination again until the Michaelmas Examination.

The following Students passed a satisfactory Examination in *Roman Law* :—

Aziz, Abdul, Lincoln's Inn,
Bethell, Thomas Robert, Middle Temple,
Bhandari, Hans Raj, Gray's Inn,
Black, John Stewart, Middle Temple,
Brooks, Percy Barratt, Inner Temple,
Coulter, George Gerald, Middle Temple,
Cronjé, Frederick Reinhardt, Middle Temple
Cundell, George Richard, Middle Temple,
Darashekoh, Sahibzadah Mohamed, Lincoln's Inn,
Das, Diwan Mathra, Lincoln's Inn,
Dawson, John Miles, Inner Temple,
Deen, Hussam-ud, Lincoln's Inn,
Dobell, Walter Duffield, Lincoln's Inn,
Eccles, Francis Yvon, Middle Temple,
Fenton, Thomas Charles, Middle Temple,
Ferreira, Ignatius Stephanus, Middle Temple,
Firminger, Reginald Edward, Gray's Inn,
Force, Charles Frank Bernard, Inner Temple,
Ghosh, Augustin Stanislaus, Lincoln's Inn,
Grant, Percy Richard, Inner Temple,
Gunther, John Theodor, Gray's Inn,
Gwynne, Rupert Sackville, Inner Temple,
Hewart, Gordon, Inner Temple,
Higinbotham, Edward, Inner Temple,
Ingpen, Arthur Lockyer, Middle Temple,

Digitized by Google

Jain, Champat Rai, Lincoln's Inn,
Johnston, Gaston, Gray's Inn,
Khosla, Beni Parshad, Lincoln's Inn,
Leach, Charles Henry, Gray's Inn,
Lee, Robert Warden, Gray's Inn,
Leuchars, William Wood, Inner Temple,
Logan, Ewen Reginald, Inner Temple,
Manson, Alexander, Lincoln's Inn,
Mitchell, James Rankin, Inner Temple,
Nathan, Emile, Gray's Inn,
Nevill, Dudley Frederic, Lincoln's Inn,
Nolan, Richard Stanislaus Crosbie, Inner Temple,
Pillai, Paul Peter, Lincoln's Inn,
Pope, George Stevens, Gray's Inn,
Prasada, Munshi Kashi, Lincoln's Inn,
Purchas, Charles, Gray's Inn,
Richardson, George Beigh, Inner Temple,
Rostron, Laurence William Simpson, Inner Temple,
Sims, Arthur, Middle Temple,
Storey, Edgar George, Inner Temple,
Sutton, Edward William, Lincoln's Inn,
Thomas, Samuel Joyce, Middle Temple,
and
Venables, Gilbert Locke, Lincoln's Inn.

Examined, 58. Passed, 48.

Note.—One Candidate was ordered not to be admitted for examination again until the Michaelmas Examination.

The following Students passed a satisfactory Examination in

Roman Law and Constitutional Law and Legal History:—

Acharyya, Bijaykisor, Gray's Inn,
Ball, William Valentine, Lincoln's Inn,
Barton, William Joseph Fearfield, Middle Temple,
Bhownaggree, Merwanjee Mancherjee Merwanjee, Lincoln's Inn,
Blakesley, Edmund Holmes, Lincoln's Inn,
Boland, Patrick Joseph, Inner Temple,
Charlton, Francis Hartley, Inner Temple,
Chatterjee, Bepin Chundra, Lincoln's Inn,
Densham, Alfred Lindsay, Lincoln's Inn,
Dyke, Percyvall Hart, Lincoln's Inn,
Evans, Frank, Lincoln's Inn,
Gorrie, Malcolm Graham, Middle Temple,
Haridas, Hardeoram Nanabhai, Lincoln's Inn,
Harrison, Harold English, Inner Temple,
Hayward, Charles Williams, Gray's Inn,
Jenkins, Huntly Eugene, Lincoln's Inn,
Johnston, James Leonard, Inner Temple,
Jones, Edward Herbert, Lincoln's Inn,
Khalil, Hasan Sherfoodin, Lincoln's Inn,
McKinstry, Walter Leonard, Lincoln's Inn,
Peel, Sidney Cornwallis, Lincoln's Inn,
Pieris, Paulus Edward, Inner Temple,
Pitman, Charles Murray, Inner Temple,
Teesdale, Kenneth John Marmaduke, Inner Temple,
and
Whitaker, Edward Thomas, Inner Temple.

Examined, 35. Passed, 25.

Note.—Of the 10 Candidates who failed 3 were ordered not to be admitted for examination again until the Michaelmas Examination.

The following Students passed a satisfactory Examination in

Constitutional Law and Legal History:—

Agarwala, Hardeo Sahai, Lincoln's Inn,
Arkwright, John Stanhope, Inner Temple,
Barber, William Edward, Gray's Inn,
Barry, Arthur Joseph, Inner Temple,
Bateson, Edward, Lincoln's Inn,
Behramjee, Noshirvan Burjojee, Lincoln's Inn,
Bois, Herbert Gordon, Middle Temple,
Carté, Lucas D'Oyly, Inner Temple,
Champernowne, Arthur Melville, Lincoln's Inn,
Christie, James Archibald, Inner Temple,
Comyns, Henry Joseph, Gray's Inn,
Daniell, Reginald Allen, Inner Temple,
Darby, Lionel Frank Christopher, Inner Temple.
Davenport, Ralph Tichborne, Inner Temple,
de Carteret, Charles Edward Malet, Inner Temple,
Degazon, William Victor, Lincoln's Inn,
de Soberon, Henry, Gray's Inn,
de Worms, Percy George, Middle Temple,
Dixit, Vinayak Rajaram, Middle Temple,
Dixon, Charles, Lincoln's Inn,
Emanuel, Montague Rosseau, Inner Temple,
Evans, David George, Inner Temple,
Gaikwad, Sampatrao Kashirao, Lincoln's Inn,
Gillies, Harry Thomas, Middle Temple,
Hannah, Herbert Bruce, Inner Temple,
Hassan, Syed Hadi, Gray's Inn,
Irish, Harold John Henry, Inner Temple,
Jordan, James Herbert, Middle Temple,
Joy, Edward Bedford, Inner Temple,
Kaye, Samuel Emanuel, Lincoln's Inn,
Ker, William Pollock, Middle Temple,
Macdonogh, George Mark Watson, Lincoln's Inn,
Marsland, Philip Rickards, Inner Temple,
Matthews, Harry de Couves, Inner Temple,
Pandit, Vasudeo Rambrishna, Middle Temple,
Pontefract, Cardwell Adolphus, Middle Temple,
Raffety, Frank Walter, Middle Temple,
Raghubansi, Kanwar Udaya Vir Singha, Lincoln's Inn,
Rayner, John Henry Pritchard, Middle Temple,
Ribeiro, Miguel Francisco, Lincoln's Inn,
Roberts, Isaac John, Inner Temple,
Simpson, Edgar Hope, Lincoln's Inn,
Singh, Bawa Dhanwant, Lincoln's Inn,
Singh, Har Bhajan, Lincoln's Inn,
Statham, Richard Jervis, Inner Temple,
Todhunter, Francis Gerald, Lincoln's Inn,
Ubsdell, Thurlow Richardson, Inner Temple,
Whelen, Thomas Ernest, Inner Temple,
Woolford, Eustace Gordon, Middle Temple,
and
Wrigley, Oswald Osmond, Lincoln's Inn.

Examined, 70. Passed, 50.

Note.—One Candidate was ordered not to be admitted for exam tion again until the Michaelmas Examination.

By Order of the Council,

(Signed) Macnaghten,
Chairman.

Council Chamber, Lincoln's Inn,
14th April, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVE

Frederick William Baker, Charles Campbell Macklin, and S Dick Stoneham (Jenkins, Baker & Co.), Solicitors, 2, St. Mi House, Cornhill, by mutual consent as regards S. D. Stoneh from April 1. The business of the fi m of Jenkins, Baker will be carried on as heretofore by F. W. Baker and C. C. Mack 134, Fenchurch Street. The business of the said S. D. Stoneh be carried on by him at 2, St. Michael's House.

Arthur William Hurrell and Charles Richard Mayo (Hur Mayo), Solicitors, 33, Cornhill, by mutual consent as from March

Nicholas Were and Herbert Innes Fripp (Were & Fripp), Solic Plymouth, by mutual consent as from March 25.

Thomas Whittington and Alfred Barker (Whittington, S Barker), Solicitors, 3, Bishopsgate Street Without, by mutual co as from April 2.

APPOINTMENT.

April 9. The Queen has been pleased to give directions for appointment of William Herbert Greaves, Esq., Q.C. (Solic General), to be Attorney-General for the Island of Barbados.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.		APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.	
Monday,	Apr. 27	Mr. Pugh	Mr. Leach	Mr. Clowes	Mr. Lavie	Mr. Farmer	Mr. Pemberton	Monday,	Apr. 27
Tuesday	„ 28	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Tuesday	„ 28
Wednesday	„ 29	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Wednesday	„ 29
Thursday	„ 30	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Thursday	„ 30
Friday,	May 1	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Friday,	May 1
Saturday	„ 2	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Saturday	„ 2

*** *The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May, 1896, both days inclusive.*

In preparation, Third Edition, revised to date. Demy 8vo, cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Demy 8vo., cloth, 10*s.* 6*d.*

TENEMENT HOUSES & FLATS (The Law Relating

to) for Residential or Business purposes, including the Taxation and Rating thereof. With an Appendix of Precedents of Leases, Forms, and a Digest of Cases relating to the Inhabited House Duty. By WALTER CLODE, Barrister-at-Law, of the Inner Temple, Associate of the Surveyors' Institution, Author of "The Law and Practice of Petitions of Right."

"The growing habit of building monstrous houses, principally accessible only by means of lifts, has already had results conspicuous enough to justify the writing of text-book on the legal rights and responsibilities of persons who have to deal with them. . . . The whole volume appears to have been written with the same learning an judgment which characterize his former book about 'petitions of right.'"—*Saturday Review.*

"The great increase in recent years in the number of residential flats . . . renders this book likely to be extremely useful."—*Law Times.*

"This is an interesting subject upon which Mr. Clode has written an interesting book. . . . The impulse which has been given recently to the building of flats in London and elsewhere increases the value of Mr. Clode's book, which will be found accurate and practical."—*Law Journal.*

"The increase in the number of residential buildings known popularly as 'flats,' makes the present time opportune for the publication of a legal work on this subject."—*Builder.*

LONDON: WILLIAM CLOWES & SONS, Limited, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

To be published in a few days.

THOMSON'S PRINCIPLES OF EQUITY, AND EQUITY PRACTICE OF THE COUNTY COURT: for the use of Practitioners in the Chancery Division of the High Court and in the County Court. With Precedents of Pleadings, Affidavits, Judgments, &c. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Crown 8vo., cloth, 3s. 6d.

DOG LAW.—The Law relating to Dogs. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

Royal 8vo., cloth, 21s.

EXTERRITORIALITY. The Law Relating to Consular Jurisdiction, and to residence in Oriental Countries. By F. T. PIGGOTT, M.A., LL.M., Barrister-at-Law; late Legal Adviser to the Japanese Cabinet. This book contains Special Chapters on the effect of "Foreign Jurisdiction" on Domicile, Naturalisation, Marriage, Divorce, Bankruptcy, Companies, Contracts, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

SECOND EDITION. Now Ready. Royal 8vo. Over 1000 pages. Cloth, 25s. Cash Price, 20s.

THE PRINCIPLES OF RATING

WITH

COMPLETE DIGEST OF CASES.

By EDWARD BOYLE,

Of the Inner Temple, and of the South-Eastern Circuit, Barrister-at-Law;

AND

G. HUMPHREYS-DAVIES,

Fellow of the Surveyors' Institution, an Arbitrator under Appointment of the Board of Trade, Member of the Institute of Mining Engineers, and an Associate of the Tramways Institute.

This Work has been greatly enlarged and entirely re-written. It comprises an exhaustive examination of the very intricate Law of Rating and the principles upon which it is based.

The Theory of Annual Value is discussed in great detail, and its application to all classes of Property carefully examined, illustrated, and considered in connection with all the recent important decisions.

The various Methods of Valuation of large Commercial Undertakings and Public Works, and the principles on which they rest, are explained; particularly with reference to the Rating of Railways, Gas and Water Works, Docks, Mills, and Manufacturing Property generally.

A large space is devoted to the procedure in connection with the making of Valuation Lists and Rates, and upon Appeals connected therewith.

The material portions of all the important Statutes dealing with Local Rating, from the Act of Elizabeth to the present time, have been inserted.

The Digest has been carefully revised and brought up to date, and now contains upwards of 1500 cases, and comprises a succinct and most useful resumé of all the decisions.

The Work is written in a clear and practical style; it will be found complete in every respect, and a most useful assistant, not only to the legal profession, but to the public generally.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

The Incorporated Council of Law Reporting for England and Wales

THE QUINQUENNIAL DIGEST, 1891–5.

GRATIS TO SUBSCRIBERS TO THE LAW REPORTS FOR 1896,

But only to those who pay the Subscription during the current year.

The above will shortly be ready. Those Subscribers who desire to have it bound are requested to intimate the wish to the Publishers at the earliest opportunity, that no delay may occur in its delivery.

The cost of binding according to the office pattern will be as under:—

HALF CALF - - 4s. 0d. | CALF - - 5s. 0d.

WILLIAM CLOWES AND SONS, Limited, Printers and Publishers to the Council

27, FLEET STREET, LONDON, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Constitution." *Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a statesman but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different heads of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

HOUSE OF LORDS.—SESSION 1896.—No. 3.

List, as far as possible, of EFFECTIVE *Causes only.*

CAUSES STANDING FOR HEARING.

SET DOWN—1895 (SECOND SESSION).

Craig *v.* Midland Coal, Coke, and Iron Company, Limited, and Others (In part heard)	England.	Lord Herschell. (Sat Speaker.) Lord Watson. Lord Shand. Lord Davey.
Hulbert and Crowe *v.* Cathcart	England.	

SET DOWN—SESSION 1896.

Clydesdale Bank, Limited, and Another *v.* J. and G. Paton	Scotland.	
Mayor, &c., of Tunbridge Wells *v.* Baird and Others	England.	
Assessment Committee of West Ham Union *v.* Justices of Essex and London County Council	England.	
Earl Russell *v.* Countess Russell (Cross Appeal)	England.	
Salomon (pauper) *v.* A. Salomon and Company, Limited (Original and Cross Appeals)	England.	
Sadler *v.* Great Western Railway Company	England.	
Callander and Trossachs Hydropathic Company, Limited, and Others *v.* Marshall	Scotland.	
Veit and Others *v.* David Ireland and Son	Scotland.	
Blair and Others *v.* Assets Company, Limited	Scotland.	
Mackenzie and Others *v.* Duke of Devonshire and Others	Scotland.	
Nichols and Another *v.* North Metropolitan Railway and Canal Company	England.	
Cotton *v.* Vogan and Company	England.	
Conquest and Another *v.* Ebbetts and Another	England.	

CAUSES WAITING FOR JUDGMENT.

Scholfield *v.* Earl of Londesborough	Lord Chancellor. Lord Watson. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Allen *v.* Flood and Another	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Overseers of the Savoy and Another *v.* Art Union of London	Lord Chancellor. Lord Herschell. Lord Macnaghten. Lord Shand.
Deeley, and Others *v.* Perkes (Heard for Appellants)	Lord Herschell. (Sat Speaker.) Lord Macnaghten. Lord Morris. Lord Shand.
Cory Brothers and Co., Limited *v.* The Turkish Steamship "Mecca"	Lord Chancellor. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand.
Guardians of the Poor of West Ham Union *v.* Churchwardens, &c., of St. Matthew, Bethnal Green	Lord Chancellor. Lord Herschell. Lord Macnaghten. Lord Morris.
Mayor, &c., of Manchester *v.* McAdam	
Grainger and Son *v.* Gough	Lord Herschell (Sat Speaker.) Lord Watson. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Welton *v.* Saffery	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Davey.

CLAIMS OF PEERAGE DEPENDING.

Marchmont Peerage.
Gray Peerage.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, May 4	Mr. Leach	Mr. Rolt	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Jackson	Monday, May 4
Tuesday „ 5	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Tuesday „ 5
Wednesday „ 6	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Wednesday „ 6
Thursday „ 7	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Thursday „ 7
Friday „ 8	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Friday „ 8
Saturday „ 9	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Saturday „ 9

*** *The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May, 1896, both days inclusive.*

Digitized by Google

LIST OF BUSINESS
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

MAY, 1896.

(*The Sittings will commence at half-past ten a.m., on Wednesday, the 6th May*, 1896.)

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Nitrpal Singh . . . . *v.* Jai Singh Pal	N. W. P., Bengal .	25 Apr. 1892	15 Feb. 1896	Whether an estate is impartible by family custom of inheritance or not.	*A.* .	White & De Buriatte.
					—	*Ex parte.*
Mahabir Pershad Singh and Another . . . . . *v.* Adhikari Koer and Another	Bengal	25 June 1894	15 April 1896	Whether a Suit was barred by acceptance of a family settlement or by long adverse possession.	*A.* .	J. F. Watkins.
					R. .	T. L. Wilson & Co.
Nawab Mirza Ali Kadar . *v.* Indar Parshad and Another	Oudh	13 Sept. 1895	18 April 1896	Bona fides of a mortgage	*A.* .	T. L. Wilson & Co.
					R. .	J. F. Watkins.
Grenon and Others . . . *v.* Luchmeenarain Augurwallah and Another . .	Bengal	11 Mar. 1895	—	Alleged breach of contract. Were Appellants entitled to fix the place of delivery? Indian Contract Act—Measure of damages.	*A.* .	Wrentmore & Swinhoe.
					R. .	J. F. Watkins.

COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Remfry . . . . . *v.* The Surveyor-General of Natal	Natal	16 Apr. 1895	5 Mar. 1896	Right of Government to abstract water from a watercourse on Appellant's land.	*A.* .	Atkinson & Dreser.
					R. .	Henry D. Kimber & Co.
William Howard Smith & Sons, Limited . . . . *v.* Wilson	Victoria	18 Nov. 1895	7 Mar. 1896	Destruction of wreck by a port officer. Alleged liability of Appellants for expenses under the Marine Act, 1890, Sec. 13—"Owners"—"Removal."	*A.* .	Harwood & Stephenson.
					R. .	Freshfields & Williams.
Johnson . . . . . *v.* Voight and Company . .	Lagos	22 Dec. 1894	27 Apr. 1896	Appeal against the terms of an Order giving the Appellant leave to appeal to the Supreme Court.	*A.* .	T. L. Wilson & Co.
					—	*Ex parte.*
The Commissioner for Railways . . . . . *v.* O'Rourke and Another . . (*Appeal and Cross-Appeal consolidated.*)	New South Wales .	13 Aug. 1895	2 May 1896	Whether the Supreme Court rightly ordered a review of certain items in a bill of costs, and refused a review of others.	*A.* .	Young, Jones & Co.
					R. .	G. M. Light.

SPECIAL REFERENCE.

Subject.	Petitions Lodged.	Solicitors.	
Petitions of The Mercers' Company and of The Governing Body of St. Paul's School, London, against a Scheme framed by the Charity Commissioners in relation to St. Paul's School under the Endowed Schools Acts.	29 Nov. 1894	*Pet.*	Freshfields & Williams.
		Opp.	Farrer & Co.

Digitized by Google

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Fielding and Others . . . v. Thomas . . . . . (*Heard* 26 *July* 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, Macnaghten, Morris, and Davey, and Sir Richard Couch.*)	Nova Scotia . . .	26 Sept. 1894	2 Mar. 1895	Legality of the arrest and committal to gaol of the Respondent, by order of the House of Assembly of Nova Scotia, for contempt alleged to have been committed by him in the face of the House, he being one of its members.	*A.* .	Hill, Son & Rickards.
					R. .	Paines, Blyth & Huxtable.
The Attorney-General of Ontario. . . . . v. The Attorney-General of the Dominion of Canada and the Distillers' and Brewers' Association of Ontario. . . . . (*Heard* 7 *August* 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, and Davey, and Sir Richard Couch.*)	Supreme Court of Canada.	18 May 1895	2 July 1895	Power of the Provincial Legislatures to make Prohibitory Liquor Laws.	*A.* .	Freshfields & Williams.
					R. .	Bompas, Bischoff, Dodgson & Co. Linklater, Hackwood, Addison & Brown.
Hurri Bhusan Mookerji . v. Upendra Lal Mookerji and Others . . . . . (*Heard* 13 *November* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	Bengal	3 July 1893	17 Oct. 1895	Whether authority was given by a husband to his wife to adopt a son—Genuineness of an Anumati Patra—Limitation.	*A.* .	Barrow & Rogers.
					R. .	T. L. Wilson & Co
Morris (Official Liquidator of the Bonang Gold Mining Company, Limited) . v. Brown . . . . . (*Heard* 15 *November* 1895. *Present: Lords Hobhouse, Macnaghten, and Morris, and Sir Richard Couch.*)	New South Wales .	18 Dec. 1894	8 June 1895	Liability of the Respondent to be placed on the List of Contributories in the winding-up of the Bonang Company. Definition of "contract" in section 57 of the New South Wales Companies Act, 37 Vict. No. 19.	*A.* .	Lumley & Lumley.
					—	*Ex parte.*
Raja Muhammad Mumtaz Ali Khan . . . . . v. Theorattanjir and Another . (*Heard* 26 *Feb.* 1896. *Present: Lords Watson, Hobhouse, and Davey, and Sir Richard Couch.*)	Oudh	5 Mar. 1894	5 Feb. 1896	Claim by Appellant to possession of a village—Validity of a Decree of the Settlement Court under which the Respondents claim sub-proprietary rights.	*A.* .	T. L. Wilson & Co.
					R. .	Walker & Rowe.
Attorney-General for New South Wales . . . . v. Rennie . . . . . (*Heard* 3 *March* 1896. *Present: Lords Watson, Hobhouse, and Davey, and Sir Richard Couch.*)	New South Wales .	2 Nov. 1895	22 Jan. 1896	Payment of members of the Legislative Assembly—Whether the Parliamentary Representatives' Allowance Act, 1889, is a permanent or a temporary Act.	*A.* .	Bell, Brodrick & Gray.
					R. .	G. M. Light.
R. O. Muthuswami Mudaliyar and Others . . . v. Sunambedu Muthukumaraswami Mudaliyar . . (*Heard* 19 *March*, 1896. *Present: Lords Watson, Hobhouse, and Davey, and Sir Richard Couch.*)	Madras	2 April 1895	23 Oct. 1895	Heirship as between certain Bandhus—Mitakshara Law.	*A.* .	Pemberton, Garth & Cope.
					R. .	Lawford, Waterhouse & Lawford.

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
A Beneficed Clerk . . . v. Lee . . . . . (*Heard 25 March*, 1896. *Present: The Lord Chancellor, Lords Watson, Hobhouse, and Davey, Sir Richard Couch and Sir Francis Jeune.*)	Consistory Court of the Diocese of London.	—	23 Jan. 1896	Jurisdiction of the Consistory Court under the Clergy Discipline Act, 1892.	*A.* . *R.* .	W. Carpenter & Sons. Houseman & Co.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

MONDAY, MAY 4TH.

LONDON SPECIAL JURY ACTIONS.

The following Actions will be in the List for Trial on Monday, May 4th.

520 Blom *v.* De Hart slander.
1253 Robinson *v.* Whitehead & anr. contract.
1406 Pugh *v.* L. B. & S. B. Ry. Co. policy.

LONDON COMMON JURY.

The following Actions will be in the List for Trial on Thursday, May 7th.

1302 Willis *v.* Miller stockjobber's account.
1471 Restell *v.* Pouard money received.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 20th day of April, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice KEKEWICH (1896—B.—No. 690).

Hannah Bland (widow) and Another *v.* Walter W. Smith and Company, Limited.

HALSBURY, *C.*

PROFESSIONAL PARTNERSHIP DISSOLVED.

Edward William Garnett and Ernest Harrison (Garnett & Harrison), Solicitors, Savoy Mansions, the Savoy, Strand. by mutual consent as from March 25.

INNS OF COURT.

CALLS TO THE BAR.

EASTER TERM, 1896.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

Richard Bacon; Richard Kaikhusroo Sorabji, Balliol Coll., Oxford; Thomas Arthur Gilbert; Hector Archibald Josephs, LL.B., Trinity Hall, Cambridge, and LL.B., London University; Gerald Clare Maberly, B.A., LL.B., Clare Coll., Cambridge; Thomas Hughes Jackson, Balliol Coll., Oxford; John Frederick Badger Moody, Exeter Coll., Oxford; Syed Ali Ausat, Allahabad University, India; Mahomed Alli Jinnah (admitted as Mahomedalli Jinnahbhai).

INNER TEMPLE.

James George Scott, C.I.E.; Archibald Edmund Ripley, B.A., Oxford; Mostafa Hosain; James Blenkinsop Hartley, B.A., Cambridge; Marston Frank Buszard, B.A., Cambridge; George Francis Gordon Dill; Dhunjeesha Dorabjee; John Llewelyn Davis Evans, B.A., Cambridge; Edward Carey, Victoria University, Manchester; Ronald Sherwin Holden Stuart Rae Colt, B.A., Oxford; Henry Bucknall Betterton, B.A., Oxford; John Alexander Bucknill, B.A., Oxford; George Fitz-Hardinge Berkeley, B.A., Oxford; James Cavander, B.A., Cambridge; Arthur Middlemore Bartleet, B.A., LL.B.

Digitized by Google

Cambridge; Frederick M'Mullan, B.A., LL.B., Cambridge; Hugo Theodore Marshall, London University; Roland Alexis Brown; the Hon. Reginald William Coventry, B.A., Oxford; Sheikh Mohammed Usuf Husain Khan; and Herbert Kortright M'Donnell Sisnett.

MIDDLE TEMPLE.

Shiva Shamkar Singh; George Henry Dorrell; Frederick Joseph Waldo, medical officer of health Middle and Inner Temple, and St. George's, Southwark, M.A., M.D., St. John's College, Cambridge, M.R.C.S. Eng., D.P.H. R. College of Physicians and Surgeons; William Holland Lupton, B.A. (honours), King's College, Cambridge, Campbell Foster prizeman, Middle Temple; Raymond Thomas Linford; William Murray Leslie, M.D.; Francis Joseph Connolly; David Milne Watson, Balliol College, Oxford, M.A., LL.B., Edinburgh University; Nai Chewn; James William Murison, B.A., LL.B., late scholar of Trinity Hall, Cambridge; Frederick George Gardiner, B.A., Keble College, Oxford, second-class honour School of Jurisprudence; Sirdar Man Singh; Joseph Herbert Cunliffe; Sidney Reginald Dyer, M.D., University of Brussels, M.R.C.S. England, L.R.C.P. London, D.P.H. English Conjoint Board; Joseph Henry Samuel William Newton; William Senior, B.A., Cambridge University.

GRAY'S INN.

Alfred Henry Lawrence French, M.A., Merton College, Oxford; Thomas Hynes, LL.B. London University; and Duni Chand, of Calcutta and Punjab Universities.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

In preparation, Third Edition, revised to date. Demy 8vo., cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; *Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act*, 1883; *and Lecturer in Equity to the Incorporated Law Society.*

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Demy 8vo., cloth, 10s. 6d.

TENEMENT HOUSES & FLATS (The Law Relating

to) for Residential or Business purposes, including the Taxation and Rating thereof. With an Appendix of Precedents of Leases, Forms, and a Digest of Cases relating to the Inhabited House Duty. By WALTER CLODE, Barrister-at-Law, of the Inner Temple, Associate of the Surveyors' Institution, Author of "The Law and Practice of Petitions of Right."

"The growing habit of building monstrous houses, principally accessible only by means of lifts, has already had results conspicuous enough to justify the writing of a text-book on the legal rights and responsibilities of persons who have to deal with them. . . . The whole volume appears to have been written with the same learning and judgment which characterize his former book about 'petitions of right.'"—*Saturday Review.*

"The great increase in recent years in the number of residential flats . . . renders this book likely to be extremely useful."—*Law Times.*

"This is an interesting subject upon which Mr. Clode has written an interesting book. . . . The impulse which has been given recently to the building of flats in London and elsewhere increases the value of Mr. Clode's book, which will be found accurate and practical."—*Law Journal.*

"The increase in the number of residential buildings known popularly as 'flats,' makes the present time opportune for the publication of a legal work on this subject."—*Builder.*

LONDON: WILLIAM CLOWES & SONS, Limited, 27, FLEET STREET, E.C.

Digitized by Google

George William Chapman
Claude Alan Chilton
Reginald Leigh Leigh Clare, *B.A.*
Ernest William Clegg
Henry Edward Clegg
Richard Lawson Coad
Reginald Edward Wellesley Colley
Bernard Augustus Collins
Reginald Herbert Cook
Priestley Cooper, *B.A.*
Albert Ferrand Corley
George Cosgrove
Frank Morris Crisp
Herbert Crockett
Arthur Damian
Francis William Darch
Randall Robert Henry Davies
William Stephen Davis
Frederick William Davy, *B.A.*
Wallace Alfred Denyer
George Ernest Thompson Edalji
Richard William Picton Evans
Thomas Henry Royston Evans
John Hill Eyles
Percival Charles Fawcett
John Johnson Till Ferens
Edwin Field, *B.A.*
Edmund Fitzgerald
John Robert Fletcher
Robert John Foskett
Charles Frederick Foster
Hubert Fox
Percy Richard Collins Free
Frank French
Henry Champion Full
Claude Henry Furneaux
John Glaisyer
George Arthur Godfrey
Oswald Aloysius Goodier
Richard John Graveson
Frederick Ernest Green
Philip Henry Peter Griess, *B.A.*
Sidney Stuart Guest
Ernest Hadfield
Charles John Ernest Hall
Frederick William Hall
Charles Arthur Hallowes
Joseph Arthur Hamnett
Walter Ashworth Hampson
Thomas Hand
Henry Huband Harper
Herbert Basil Harrison
Ralph Quixano Henriques
William Henry Hickson
Frederick Hindle
Ernest Leonard Hirsch, *B.A.*
John Hirst
Matthew Charles Hodgson
John Holland
Arthur Curtois Howard
Henry Josiah Humm
Alfred Ivor-Parry
Henry Edward Alexander Johnson
John Eustace Jones
William Bramwell Jones
Henry Thomas Stephen Kemlo
Herbert Kendrick
Frederick Charles Kenward
James Brown Killey, *B.A.*
John Charles King
Lloyd Caulfield Kirby-Turner, *B.A.*
Thomas Henry Larkin
Frederick George Lazenby
Edwin Albery Lucas
Andrew Macbeth
Arthur Hallam McDiarmid
Alexander Gordon McKenzie, *B.A.*
Wilfrid Henry Madge
Francis Malan
Henry Walter Martin
William Temple Martin
Basil Septimus Matthews, *B.A.*
Cyril Collingwood Maughan, *B.A.*
William Lock Mellersh, *B.A.*
Henry John Merrett
Frederick Evelyn Metcalfe
William Rupert Mole
Alexander Morrison
Alick Cavill Mutter
Edwin Newey
Henry Arthur Payne, *B.A.*
Ernest William Pocock
James Sumner Pollitt
Frederick William Poole
Henry Pomeroy
John Walter Pridham
William Milner Ratcliff, *B.A.*
John Reeves
Percival Blythe Richardson
William Henshaw Richardson
Gerald Arthur Ridley
George Allan Villeneuve Russell Roberts
William Lionel Lloyd Roberts
Alfred Algernon Robinson
Bertram Langhorne Robinson
John James Salisbury
Read Samble
Edgar Christian Sanders
Hubert Woodville Sewell, *B.A.*
Henry Stephen Shacklock
Howard Finlay Sharp
Alfred Shaw
Harold Beaumont Shepheard, *B.A.*
Charles Octavius Sich
George Henry Slater
Edwin Ernest Smith
Frederick George Stenning, *B.A.*
Thomas Joseph Stevens
George Stockdale
Christopher William Sully
Philip Frank Tanner
Gilbert Cecil Tarr
Percy Oliver Thomas
Robert Chance Thomas
Thomas Gilbert Thornton
Charles William Todd
Lionel Edmund Townroe, *B.A.*
Edward Scarlett Trehearne
Edward Geoffrey Williams Vaughan
Thomas Vaughan
John Jennings Vincent
Walter Norman Wake
Frederick Stanley Brewer Walters
John Warburton
Frederick William Watson
Robert Mortimer Weston
John Larden Williams, *B.A.*
Charles Hastie Wincey
Charles Ernest Wright, *B.A.*

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE.
30th April, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Henry Robert Tayler Alexander and Arthur Frederick Harratt (Alexander & Harratt), Solicitors, 27, Ely Place, Holborn. April 13, by mutual consent. The said A. F. Harratt will carry on the business under the style of Alexander & Harratt at 27, Ely Place.

William Twigge Ellis and David Griffith Davies (Ellis & Davies), Solicitors, Bethesda, by mutual consent as from April 30.

Henry Edmund Franks and Albert Edward Timbrell (Franks & Timbrell), Solicitors, 11, Pancras Lane. March 25, by mutual consent. The said H. E. Franks will in future carry on the business at 11, Pancras Lane.

Herbert Saxelby and Alfred Dickey Faulkner (Saxelby & Faulkner), Solicitors, 7 and 8, Ironmonger Lane. April 19, 1895.

In preparation, Third Edition, revised to date. Demy 8vo., cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

BINDING OF THE LAW REPORTS AND WEEKLY NOTES, 1895.

WM. CLOWES AND SONS, LIMITED

Printers, Binders, and Publishers to the Council of Law Reporting,

Beg to inform Subscribers that they are prepared to bind last year's volumes according to the pattern adopted by the Council, with the utmost possible despatch, at the following scale of charges:

THE LAW REPORTS—7 Volumes.

	£	s.	d.
WHOLE CALF	1	13	3
HALF Ditto	1	6	3
CLOTH	0	15	9

*** COLONIAL SUBSCRIBERS can be supplied with Cases for Binding in the Office pattern at the following prices per case:—Calf, 4*s.*; Half Calf, 3*s.*; Cloth, 1*s.* 6*d.*

THE CURRENT INDEX

Being now the same size as "The Law Reports," can no longer be bound with *The Weekly Notes*. The following will be the price for Binding separately if desired:—Calf, 4*s.*; Half Calf, 3*s.*; Cloth, 2*s.*

WEEKLY NOTES.

Notes of Cases, or *Miscellaneous*.	£	s.	d.
WHOLE CALF	0	5	0
HALF Ditto	0	4	0
CLOTH	0	2	0

Notes of Cases, and *Miscellaneous*.	£	s.	d.
WHOLE CALF	0	6	0
HALF Ditto	0	5	0
CLOTH	0	3	0

When bound, the Law Reports, Current Index and Weekly Notes for 1895 will consist of Nine Volumes, viz.:

CHANCERY DIVISION—Vols. I. and II.
QUEEN'S BENCH DIVISION—Vols. I. and II.
PROBATE DIVISION.
APPEAL CASES. | STATUTES.
THE CURRENT INDEX.
WEEKLY NOTES—One Volume.

The following are required for Binding the Entire Series of the Law Reports for 1895:—

DIVISION I.—CHANCERY, Parts I. to XIII., and the Index to Vol. I., published in June.
QUEEN'S BENCH DIVISION, &c., Parts I. to XIII., and the Index to Vol. I. (Q. B. D.), published in July.
APPEAL CASES, Parts I. to VI.
THE STATUTES, Parts I. to V.
THE CURRENT INDEX, in Pink Wrapper.
THE WEEKLY NOTES, Numbers I. to LII.

FIVE PER CENT. DISCOUNT FOR CASH.

N.B.—The above Terms apply only to books bound according to the new pattern adopted by the Council, which may be seen at the Publishing Office. An extra charge will be made for any alteration from the pattern.

READING CASES for WEEKLY NOTES, price 4s. 6d. each.

WILLIAM CLOWES & SONS, Limited, undertake every description of LAW PRINTING and Binding.

WILLIAM CLOWES AND SONS, LIMITED,
Printers and Publishers to the INCORPORATED COUNCIL OF LAW REPORTING FOR ENGLAND AND WALES,
27, FLEET STREET, E.C. (*Six doors East of Inner Temple Lane*).

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the C of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by **Professor A. H. KEANE, B.A., F.R.G.S.**

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Contin *Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTIO

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole s the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a s but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different he of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list o Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

CIRCUITS OF THE JUDGES.

*The following Judges will remain in Town:—*POLLOCK B., CHARLES J., *during the whole of the Circuits; the other Judges till their respective Commission Days.*

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the Case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

Summer Assizes, 1896.	N. EASTERN.	OXFORD.	MIDLAND.	S. EASTERN.	NORTHERN.	HOME.	WESTERN.	N. WALES, CHESTER AND GLAMORGAN.	S. WALES AND CHESTER.
Commission Days.	*L. C. J. of England. Bruce J.*	*Hawkins J. Collins J.*	*Wills J. Grantham J.*	*Mathew J.*	*Cave J. Kennedy J.*	*Day J.*	*Lawrance J.*	*Vaughan Williams J.*	*Wright J.*
Thurs., *May* 28	.. ..	Dates not yet fixed.	.. ..	Huntingdon	Dates not yet fixed.	.. ..	.. ..	.. ..	.. ..
Friday 29	.. ..		.. ..	.. ..		Maidstone	Salisbury	Newtown	.. ..
Saturday 30	.. ..		.. ..	Cambridge *Tues. June* 2		.. ..	.. ..	.. ..	.. ..
Mon., *June* 1	.. ..		.. ..			.. ..	.. ..	Dolgelly	Haverford-w.
Tuesday 2	.. ..		.. ..	.. ..		.. ..	Dorchester	.. ..	.. ..
Wednesday 3	.. ..		.. ..	.. ..		.. ..	.. ..	Carnarvon	.. ..
Thursday 4	.. ..		.. ..	B.S. Edmunds *Monday* 8		.. ..	.. ..	.. ..	Lampeter
Saturday 6	.. ..		.. ..			.. ..	Wells *Wednes.* 10	Beaumaris	Carmarthen
Monday 8	.. ..		.. ..	.. ..		.. ..		.. ..	.. ..
Tuesday 9	.. ..		.. ..	.. ..		.. ..	.. ..	Ruthin	.. ..
Wednesday 10	.. ..		.. ..	.. ..		Guildford	.. ..	.. ..	Brecon
Thursday 11	.. ..		.. ..	Norwich *Monday* 15		.. ..	.. ..	.. ..	.. ..
Friday 12	.. ..		.. ..			.. ..	Bodmin	Mold	.. ..
Saturday 13	.. ..		.. ..	.. ..		.. ..	.. ..	.. ..	Presteign
Monday 15	.. ..		Aylesbury	.. ..		.. ..	.. ..	Chester 2	
Thursday 18	.. ..		Bedford *Sat. June* 20	Chelmsford *Monday* 22		Exeter 2		.. ..	.. ..
Saturday 20	.. ..					.. ..	.. ..	.. ..	.. ..
Monday 22	.. ..		Northampton *Wednes.* 24	.. ..		.. ..	.. ..	Swansea 2	
Wednesday 24	.. ..			.. ..		Winchester 2		.. ..	.. ..
Thursday 25	.. ..		.. ..	Hertford		.. ..	.. ..	.. ..	.. ..
Friday 26	.. ..		Leicester *Monday* 29	.. ..		.. ..	.. ..	.. ..	.. ..
Monday 29	.. ..			Lewes *Thur. July* 2		.. ..	.. ..	.. ..	.. ..
Thurs., *July* 2	.. ..		Oakham			Bristol 2		.. ..	.. ..
Friday 3	.. ..		Lincoln *Monday* 6	.. ..		.. ..	.. ..	(End)	
Monday 6	Newcastle 2			.. ..		.. ..	.. ..	.. ..	.. ..
Wednesday 8	.. ..		.. ..	.. ..		.. ..	.. ..	.. ..	.. ..
Thursday 9	.. ..		Derby *Monday* 13	.. ..		(End)		.. ..	.. ..
Friday 10	.. ..			(End)		.. ..	.. ..	.. ..	.. ..
Monday 13	Durham 2		.. ..	.. ..		.. ..	.. ..	.. ..	.. ..
Tuesday 14	.. ..		.. ..	.. ..		.. ..	.. ..	.. ..	.. ..
Friday 17	.. ..		Nottingham 2	.. ..		.. ..	.. ..	.. ..	.. ..
Monday 20	York 2			.. ..		.. ..	.. ..	.. ..	.. ..
Tuesday 21	.. ..	Stafford 2	.. ..	.. ..		.. ..	.. ..	.. ..	.. ..
Wednesday 22	.. ..	.. ..	Warwick	.. ..		.. ..	.. ..	.. ..	.. ..
Saturday 25	Leeds 2	.. ..	.. ..	.. ..		.. ..	.. ..	.. ..	.. ..
Monday 28	.. ..	Birmingham 2		.. ..		.. ..	.. ..	.. ..	.. ..
Wed., *Aug.* 12	(End)	(End)		.. ..		.. ..	.. ..	.. ..	.. ..

Digitized by Google

HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Whitsun Vacation.

During Whitsun Vacation:—All applications *which may require to be immediately or promptly heard* are to be made to Mr. Justice MATHEW, whose address may be obtained at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Mr. Justice MATHEW will act as Vacation Judge from Saturday, May 23rd, to Monday, June 1st, both days inclusive.

His Lordship will sit in Queen's Bench Judges' Chambers on Wednesday, May 27th, at 11 A.M., for the disposal of urgent Queen's Bench Summonses.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE,
9th May, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

David Aston, Francis William Hughes, and Harold Edgar Ast (Aston, Hughes & Aston), Solicitors, 71, Edgware Road, so far as Da Aston (who is retiring from practice) is concerned by mutual con as from May 14. The said F. W. Hughes and H. E. Aston w carry on business under the style of Hughes & Aston.

James Seddon, William Hughes Hilton, William Cluley Lo Archibald Neill, and Harold Agnew (Sale, Seddon & Co.), Solici Manchester, by mutual consent as from May 13, so far as re W. H. Hilton, who retires from the firm. The said J. Seddon, W Lord, A. Neill, and H. Agnew will continue the said business u present style of Sale, Seddon & Co.

Samuel Bright Williams and Francis Edgar Willmot (Willia Willmot), Solicitors, Bournemouth, Hants, by mutual consent as January 14. The business will be henceforth carried on by Willmot alone.

In preparation, Third Edition, revised to date. Demy 8vo., cloth.

LEADING CASES IN MODERN EQUIT

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Pe tioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Comment on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in h to help students and practitioners by as far as possible grouping together the cas with the same classes of subjects. Among the more important matters dealt found cases relating to trusts and trustees, mortgages, partnerships, the relation solicitors and clients, married women's property, and the religious education of A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, and well expressed. As it is, we have no hesitation in saying that there is book, or one so good, from which the student can learn the most important deci courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Demy 8vo., cloth, 10*s.* 6*d.*

TENEMENT HOUSES & FLATS (The Law Relati

to) for Residential or Business purposes, including the Taxation and Rating thereof. With an Appendix of Precedents of L Forms, and a Digest of Cases relating to the Inhabited House Duty. By WALTER CLODE, Barrister-at-Law, of the Inner Te Associate of the Surveyors' Institution, Author of "The Law and Practice of Petitions of Right."

"The growing habit of building monstrous houses, principally accessible only by means of lifts, has already had results conspicuous enough to justify the writ text-book on the legal rights and responsibilities of persons who have to deal with them. . . . The whole volume appears to have been written with the same ha judgment which characterize his former book about 'petitions of right.'"—*Saturday Review.*

"The great increase in recent years in the number of residential flats . . . renders this book likely to be extremely useful."—*Law Times.*

"This is an interesting subject upon which Mr. Clode has written an interesting book. . . . The impulse which has been given recently to the building of London and elsewhere increases the value of Mr. Clode's book, which will be found accurate and practical."—*Law Journal.*

"The increase in the number of residential buildings known popularly as 'flats,' makes the present time opportune for the publication of a legal work on this —*Builder.*

LONDON: WILLIAM CLOWES & SONS, Limited, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

***Translated by* Professor A. H. KEANE, B.A., F.R.G.S.**

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by* PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

THE INCORPORATED
Council of Law Reporting for England and Wales.

Members of the Council.

CHAIRMAN.—THE RIGHT HON. LORD DAVEY.
VICE-CHAIRMAN.—MONTAGUE CRACKANTHORPE, ESQ., Q.C.

Ex-Officio Members.

THE ATTORNEY-GENERAL, SIR RICHARD E. WEBSTER, G.C.M.G., M.P.
THE SOLICITOR-GENERAL, SIR ROBERT B. FINLAY, KNT., M.P.
PRESIDENT OF THE INCORPORATED LAW SOCIETY, JOHN W. BUDD, ESQ.

Elected Members.

THE LORD DAVEY.
MONTAGUE CRACKANTHORPE, ESQ., Q.C. } Lincoln's Inn.
F. A. BOSANQUET, ESQ., Q.C.
A. M. CHANNELL, ESQ., Q.C. } Inner Temple.
C. M. WARMINGTON, ESQ., Q.C.
A. T. LAWRENCE, ESQ. } Middle Temple.
J. F. OSWALD, ESQ., Q.C., M.P.
JAMES MULLIGAN, ESQ. } Gray's Inn.

SIR HOWARD W. ELPHINSTONE, BART., of Lincoln's Inn.
W. ENGLISH HARRISON, ESQ., of the Middle Temple. } Appointed by the Council of Law Reporting on the nomination of the General Council of the Bar.

WILLIAM WILLIAMS, ESQ. (Firm—Messrs. Currie, Williams & Williams), Lincoln's Inn Fields.
JOHN HOLLAMS, ESQ. (Firm—Messrs. Hollams, Sons, Coward & Hawksley), London Commercial Sale Rooms, Mincing Lane, E.C. } Incorporated Law Society.

SECRETARY—JAMES THOMAS HOPWOOD, ESQ., 10, Old Square, Lincoln's Inn.

Editors.

EDITOR—SIR FREDERICK POLLOCK, BART.
ASSISTANT EDITOR—A. P. STONE, ESQ.
ASSISTANT EDITOR OF THE "WEEKLY NOTES"—G. MERYON WHITE, ESQ.

ANNUAL REPORT FOR 1895.

FINANCE.

THE system of Law Reporting under the superintendence of the Council, inaugurated upwards of thirty years ago, continues to receive the general support of the Profession. The net profit of the past year was 3177*l.* 16*s.* 7*d.*, an excess of 323*l.* 9*s.* 10*d.* over the profit of 1894. Out of this profit it is proposed to distribute the usual bonus among the members of the staff, a substantial portion having been already expended on a honorarium to G. W. Hemming, Esq., Q.C., the late Editor in the Chancery Division, in recognition of his important services in that capacity. A detailed statement of the Council's receipts and expenditure is appended hereto.

NEW MEMBERS OF THE COUNCIL.

On the change of Ministry which took place in 1895, Sir Richard E. Webster and Sir Robert B. Finlay, the present Attorney and Solicitor General, succeeded Sir Robert Reid and Sir Frank Lockwood as *ex-officio* members of the Council. John Hunter, Esq., President of the Incorporated Law Society, the third *ex-officio* member of the Council, having ceased to be President in July of last year, also vacated his seat on the Council, which is now filled by John Wreford Budd, Esq., who succeeded Mr. Hunter in the office of President. F. A. Philbrick, Esq., Q.C., an elected member of the Council and a Bencher of the Hon. Society of the Middle Temple, having been appointed a Judge of County Courts in December last, resigned his seat on the Council, whereupon the Middle Temple appointed C. M. Warmington, Esq., Q.C., to fill his place.

Digitized by Google

EDITORIAL AND REPORTING STAFF.

The Council have every reason to believe that the Editorial re-arrangement made last year has worked satisfactorily, and has conduced to the value and efficiency of the Reports. They are not so sanguine as to assert that no case has been omitted which was worthy of insertion, or that every case reported has been perfect in all respects. They are, however, confident that their Staff are doing their best to ensure this result, as well as to avoid delay.

The Council have to refer, with great regret, to the loss of one of the oldest members of their Staff, the late Mr. Martin Ware, who died last December. He was much esteemed and respected by all those with whom he had been associated during his long career as a Reporter. To him was entrusted the preparation of the first Digest issued by the Council. He also acted for many years as one of the auditors appointed by the Editors and Reporters to examine the annual accounts on their behalf.

W. Worsley Knox, Esq., has succeeded Mr. Ware as Reporter in the Court of Appeal.

OTHER PUBLICATIONS OF THE COUNCIL.

The new Five Years' Digest, 1891 to 1895, prepared by Alexander Pulling, Esq., has been completed and distributed gratis amongst all who have subscribed in the current year for the Law Reports of 1896. This Digest is, in substance, a supplement to the Consolidated Digest, 1865 to 1890, and, taken in conjunction with that work, it forms a complete abstract of the Law Reports from their commencement in 1866 down to the end of 1895.

The Council have made arrangements with Her Majesty's Government for the purchase of copies of the General Index to the Statutes and the Chronological Table. This work is in course of preparation. When complete, it will be distributed gratis amongst all such Subscribers to the Law Reports for the year 1896 as pay their Subscriptions within the year.

The Accounts have been prepared by Messrs. Wagstaff Blundell, Biggs & Co., Chartered Accountants, and have been duly audited and found correct.

The thanks of the Council are hereby, as on previous occasions, tendered to Her Majesty's Judges, and to the Profession generally, for the assistance afforded by them to the Editor, the Sub-Editors, and the Reporters, in the discharge of their several duties.

By Order,

(Signed) DAVEY,
Chairman.

COUNCIL ROOM, LINCOLN'S INN HALL,
May 20th, 1896.

Digitized by Google

The Incorporated Council of Law Reporting for England and Wales.

FINANCIAL STATEMENT,

YEAR ENDING 31ST DECEMBER, 1895.

REVENUE ACCOUNT.

1894. £ s. d.			£ s. d.	1894. £ s. d.		£ s. d.
11,205 0 1	To Cost of Printing and Delivery of Reports, Statutes, Indian Appeals, &c.	£9,913 9 1		14,651 17 3	By Balance brought forward	15,149 19 0
12,884 2 6	„ Salaries, including Bonus	13,707 2 8		22,119 17 9	„ Subscriptions to 31st December, 1895:— For 1895 Reports	£21,542 7 0
				1,123 16 5	„ Reports prior to 1895	947 1 2
						22,489 8 2
3 1 10	„ Income Tax	26 0 0		94 8 10	„ Proportion of Advertisements	85 8 1
				296 17 9	„ Further Proportion of old Advertisements.	
231 19 2	„ Office Expenses	204 8 8			„ Interest:—	
			23,851 0 5	1,127 12 2	On Investments	£1,135 7 0
24,324 3 7				59 12 5	„ Deposit	24 18 9
15,149 19 0	„ Balance carried down		15,034 0 7			1,160 5 9
£39,474 2 7			£ 38,885 1 0	£39,474 2 7		£ 38,885 1 0
					By Balance brought down	15,034 0 7
					„ Stock undisposed of, valued at the cost price of the printing, and becoming available when sold	4,555 2 10
						£ 19,589 3 5

BALANCE SHEET.

	£ s. d.		£ s. d.	£ s. d.
To Subscriptions 1896 Series, received to 31st December, 1895	10,669 6 0	By Investments:— £25,700 Metropolitan 3½ per cent. Stock	£27,281 7 3	
„ Sundry Creditors	26 9 9	£10,000 2¾ per cent. Consols	10,017 10 0	37,298 17 3
„ General Reserve Fund	20,000 0 0	„ W. Clowes & Sons, Limited		77 10 10
„ Balance of Revenue Account as above stated	19,589 3 5	„ Cash: At Bankers— On Current Account	2,532 3 4	
		„ Deposit Account	5,800 0 0	
		Petty Cash	21 4 11	8,353 8 3
		„ Stock in hands of Messrs. Clowes & Sons, and their Agents in India, America, and the Colonies		4,555 2 10
	£ 50,284 19 2			£ 50,284 19 2

(Signed) WAGSTAFF BLUNDELL, BIGGS & CO.,
Chartered Accountants,
12, DELAHAY STREET, WESTMINSTER, S.W.

Allowed and approved of,

W. J. BROOKS { *Auditor appointed by the Editors and Reporters.*

Digitized by Google

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

TUESDAY, JUNE 2ND.

The following Courts will sit until Saturday, 6th June, for the Trial of the following classes of Actions:—

ONE COURT for MIDDLESEX Special Juries (Two Courts after Wednesday).
ONE COURT for MIDDLESEX Common Juries (Two Courts on Tuesday).
ONE COURT for COMMERCIAL Actions and Non-Juries.

A Second Court will be Sitting for Non-Juries whenever the Court for Railway and Canal Commission is not Sitting.

MIDDLESEX Special Jury Actions.

Actions beyond No. 745 in this List will not be taken before Monday, 8th June.

The following Numbers will be in the List for Trial on Tuesday, 2nd June—Nos. 607 to 621, both inclusive.

607 Landor v. Lee fraud. reps.
611 Auctioneers' Institute of the United Kingdom v. Institute of Auctioneers and Valuers injunction
262 Burroughs v. Hart notes
621 Hall v. London Tramways Co. pers. inj.

630 Hanson v. Gt. Eastern Ry. Co. pers. inj.
632 Cook & anr. v. Bannerman & Co. work
636 Allen v. Bailey false impt.
639 Pryce-Jones & ors. v. Kennedy & ors. deed
651 Lawrence v. East London Waterworks Co. pers. inj.
10 Liquidation Estates Purchase Co. ld. v. Haldon & ors. possession
58A Harris v. Villiers contract
241 Owles v. Weyers & ors. note
551 Easton v. Boxall & anr. detinue
583 Greville v. Williamson covenants
605 Bridge v. Attlee work
615 Houldsworth v. Priestley contract
640 Ingram v. Goole SS. Co. ld. pers. inj.
656 Gardiner v. Chambers contract; Same v. Same contract — consolidated
697 Smith v. Kay breach of promise
702 Robins v. Murphy & ors. guarantee
709 Dartnell v. Howards & Sons negligence
714 Hendry v. Guest libel
719 Ramsden v. Benetfink & Co. & anr. libel
733 Gore v. Sudley breach of promise
745 Goodson v. Sunbury Gas Consumers' Co. ld. pers. inj.

752 Jones v. Batey & Co. negligence
756 Army & Navy Co-operative Soc. ld. v. Everett & Son money paid
758 Beard v. Farrants fraud. reps.
772 Browning & ors. v. Sachs stockbroker's acct.
778 Adams v. Sir W. C. Leng & Co. libel
780 Gibbons & Wife v. Taylor's Drug Co. ld. pers. inj.
796 Moore v. Singh commission
811 Dawes v. Chapman issue
813 Sutton v. Louise & Co. ld. wrong. dis.
817 Bolden v. Andrews' Star Omnibus Co. ld. pers. inj.
823 Roberts v. Countess Russell libel
824 Simpson v. Mechlyn, Harley & Co. stockbroker's acct.
826 London & Southern Counties Investment, &c. Co. ld. v. Sheffield bill
834 Delghton v. Grieve detinue; 865 Grieve v. Delghton stockbroker's acct. — to be tried together
866 Dixon v. Gt. Western Ry. Co. negligence
884 Jones v. German false impt.
896 Cohn v. The Transvaal Exploring Co. ld. and anr. contract
903 Alliance Contracting Co. ld. v. Johnstone contract
811 Edman v. Bishop of Lincoln libel
923 Nugent v. South Eastern Ry. Co. pers. inj.
931 Schweder v. Hasties libel
933 Elphick v. L. G. O. Co. ld. pers. inj.
958 Root v. Jones & Son libel
961 Lanseigne v. Astor & anr. libel
969 Cosier & anr. v. Wood & anr. money paid
970 Same v. Sebright & ors. money paid
999 Knowles v. Oakshott covenant
1000 Medhurst v. Kyffin slander
1002 Nevin v. Nutt horses sold
1003 Mumsey & Co. v. Baumgarten money paid
1011 Dixon v. Willes libel
1017 Reynolds v. Ranger & ors. work
1018 Attorney-Gen. v. Willett information
1019 Austin v. The Central News ld., Sir W. C. Leng & Co., The Norfolk News Co. ld., Birmingham Gazette Co. — libel (consolidated)
1027 Mostyn v. Kendal detinue
1035 Cooling v. Smith & anr. nuisance
1036 White v. Ellis & Co. pers. inj.
1043 Crawley v. Gas Light & Coke Co. pers. inj.
1048 Webster v. Willey contract
1053 Cowan v. Cowan libel
1056 Turner v. Giddy libel
1062 Thunder & Little v. Sheen possession
1065 Oetzmann & Co. v. Long & Co. money received
1070 Ballaarat, &c. Gold Mines ld. v. Watts calls
1076 Nation v. Eden, Remington & Co. contract
1082 Lane v. Cox pers. inj.
1088 Lazarnick v. Emanuel contract
1098 Earl of Shrewsbury & Talbot v. Wirral Ry. Committee work
1100 Tomlins v. Salmon & Gluckstein ld. commission
1106 Dane's Discount Co. ld. v. Sharpus note
1110 Langton v. Copleston slander
1112 Roblin v. Whitworth & anr. guarantee
1118 Nicholls v. Allen pers. inj.
1126 Mackenzie v. Harris & ors libel
1140 Bennett v. Adams & anr. contract
1141 Same v. Adams contract

MIDDLESEX Common Jury Actions.

Actions beyond No. 1064 in this List will not be taken before Monday, 8th June.

The following Numbers will be in the List for Trial on Tuesday, 2nd June—Nos. 730 to 909, both inclusive.

1647 Motion (to follow 611, S.J.) v. Institute of Auctioneers and Valuers issue
730 Ford & Sons v. Foulston goods sold
808 Collins v. Smith trover
876 Gillespie v. Hart distress
879 Allmond v. Muirhead false impt.
887 Mercantile Agency Co. ld. v. Flitwick Chalybeate Co. contract
897 Rosenberg v. Terrabona Co. ld. issue
899 Briden v. Brand assault
902 Ayres v. Mears pers. inj.
909 Harrison v. St. Saviour's Board of Works pers. inj.

912 Baldwin v. Gilderson libel
928 Gibbons v. Edwards pers. inj.
932 Cohen v. Lowden & anr. warranty
936 Collette & anr. v. Wheatley & anr. goods sold
561 Piggott v. Palmer commission
566 Taylor v. Sutton & ors. money received
710 Doherty v. Booth negligence
840 Halsey v. Sunderland goods sold
939 Drummond v. Smith pers. inj.
962 Clarke v. White pers. inj.
973 Sims v. Trollope & Sons issue
992 Smith v. Bourn horses sold
993 Morgan v. Jones slander
994 Same v. Davies slander
1004 Rumsey & Co. v. Walter money paid
1009 Kerr, Stuart & Co. ld. v. Walker goods sold
1037 Cook v. Granger money received
1044 Chandler & Wife v. L. G. O. Co. ld. pers. inj.
1060 Jennings v. Reeve pers. inj.
1063 Thurling v. Hollingbery slander
1064 Kingston v. Macfarlane Bros. pers. inj.

1073 Campbell v. Bates slander
1081 Lawrance v. Willeman work
1083 Femenia v. Thompson & anr. libel
1090 Hall v. Guardians of St. Luke, Chelsea pers. inj.
1101 Allen & Son v. Sharpus money paid
1104 Broughton v. Swain & anr. pers. inj.
1105 Freedman v. White contract
1107 Warren v. Andrews slander
1111 Randall v. Shelton possession
1114 Roberts v. East End Dwellings Co. trespass
1123 Challen v. Curtis pers. inj.
1124 Ward v. Nordon fraud. reps.
1127 Morris v. White mal. pros.
1129 Kemp v. Youngs contract
1132 Maule v. South wrong. dis.
1134 Bale v. Short pers. inj.
1142 Moody v. Humble libel
1163 Buckes v. L. G. O. Co. negligence
1168 Slade v. Hawkins pers. inj.
1169 Millett v. Waller & anr. contract

Digitized by Google

1191 Lupton v. Culverhouse libel
1192 Cahalane v. North Met. Ry. &.Canal Co. pers. inj.
1191 Mason v. The Financial News ld. libel
1201 Clark v. Stallon & anr. detinue
1208 Baker v. Golding slander
1211 Westmacott v. Bailey money lent
1222 Wallis v. Tomsett slander
1225 Chandler v. Charles contract
1235 Wright v. Laplain negligence
1240 Todd v. Hamilton possession
1242 Paulisky v. Doerr contract
1252 Sherwood v. Stollery negligence
1261 Young v. Church detinue
1264 Ringer v. Samuels detinue
1267 Longman & anr. Blount & anr. warranty
1276 Cowley v. Pyke, Harris & Co. covenants
1281 Hudson v. Townsend & Co. pers. inj.
1285 Williams v. Roberts money received
1288 Hogge v. Barnett & anr. bill
1290 Langford v. Cole & anr. note
1295 Lambert v. Hart libel
1298 Gibbens v. Scott trespass
1310 Miller v. Morrish pers. inj.
1313 Bishop & Sons v. Barker bills
1324 Rosenberg v. Schiska work
1325 Singleton v. L. C. & D. Ry. Co. declaration

NON-JURY ACTIONS.

Actions beyond No. 1489 in this List will not be taken before Monday, 8th June.

Actions in the Commercial List only will be taken on Tuesday, 2nd June.

886 Band (Pollock, B.) v. The Guardians of Orsett Union work
407 Fenwick pt. hd. v. Wyatt & anr. work
383 Hartmont v. Daly contract
715 Day v. Bowler work
1231 Mokronoski v. Bankart negligence
1726 Martin & Sons (by order) v. Joyce contract
817 Burton Union Bank ld. v. Cadman guarantee
900 Marquis of Abergavenny v. White & anr. possession
1031 Hetty Gold Mines ld. v. Robinson calls
1154 Frankenburg v. City Assets Co. money paid
1244 Morgan v. Sedger money paid
1372 Sellers v. Brown contract
1376 Berry v. The Trust Agency, &c. Co. ld. contract
1378 Kirby v. Banks money received
1384 Phillips v. Phillips money received
1386 Swest v. Kent detinue
1390 Goodman v. Gibb possession
1393 Cookson v. Bridgman contract
1397 Blake v. Denness possession
1401 Heliyar v. Kershaw contract
1414 Phillips v. Walter rent
1421 Synnott v. Hill & Co. money received
1422 Baily v. Seymour possession
1434 The St. James' Property Co. v. Cochrane covenant
1436 Doyle v. Cooke money received
1442 Mann, Crossman & Paulin v. Corb possession
1443 Douglas v. Brooks & ors. fraud. reps.
1444 Wheler v. Sawyer possession
1455 Rumball v. Rumball possession
1456 Churchill v. Moser work done
1458 Spencer v. Parongs & anr. possession
1462 Webber v. King & anr. bill
1464 Rogers & anr. v. Pitt & Co. injunction.
1468 Furber, Price & Furber v. Oswald issue
1474 Gray v. Kirkaldy work
1485 Harris v. Dagg contract
1489 Evans v. Dutton & Co. goods sold

124 Hemp Yarn & Cordage Co. v. Knowles goods sold
844 Jay v. Macdonald stockbroker's account
908 All Soul's College, Oxford v. Shepherd & ors. declaration
979 Jaffe & Co. v. Held commission
991 Panse v. Mandeville money received
1042 Balls v. Lardner covenant
1069 Purkis & ors. v. Lawrence & ors. trespass
1109 Christ's Hospital v. Webb covenant
1117 Graham v. Stocker stockbroker's acct.
1125 Wyndham v. Plumbly & anr. contract
1143 Smith v. Guy stockbroker's account
1210 Mertz v. Blackman Ventilating Co. ld. contract
1214 Barry & anr. v. Vaughan guarantee
1218 Potts v. Woodyatt commission
1232 Green & anr. v. Frith work
1236 Wingate v. Hedges work
1245 Haggard & ors. v. Lambert stockbroker's acct.
1270 Roots v. Vosper covenant
1290 Mathews v. Parmenter & ors. patent
1307 Taylor & anr. v. Capital Finance Co. & anr. note
1308 Same v. Same policy
1323 Robson v. Nichols & Co. contract
1440 Bear, Perks & Co. v. Batley & anr. goods sold
1447 Butler v. Wells detinue
1452 Earl of Shrewsbury v. Seaton fraud. reps.
1454 Murchison Syndicate ld. v. Fiedler contract
1487 Sing & ors. v. Attenborough & Son detinue
1493 Twidale v. Kirke covenant
1494 Brown v. Bell & anr. trespass
1496 Van de Goor v. Harrison & Co. issue
1497 Manzi v. Hyde contract
1500 Walter v. Ahern contract
997 Corrie v. Birsch goods sold
1502 Cowland & anr. v. Hall detinue
1505 Fielder v. Dickson & ors. money received
1509 Brown v. De Valenzuela possession
1511 Watling v. Parkinson guarantee
1513 Cocks & ors. v. Mitchell contract
1521 Kissam v. Parry & Co. contract
1523 Witcomb Bros. v. Gould & anr. goods sold
1524 Galindez Bros. v. Paine & Co. cheques
1527 Sanger & Sons v. Seed issue
1533 Coolgardie Consolidated Gold Mines ld. v. Borland calls
1534 The Army & Navy House Furnishing Co. ld. v. Bowers contract
1542 Cox v. Kirby contract
1544 Dent v. Grave stockbroker's acct
1550 Strong v. Worskett copyright
1558 MacConnell v. Slaters ld. detinue
1560 Dannhorn v. Hill & anr. cheque
1561 Kimber v. The London Agency ld. work
1566 Sutton & anr. v. Gibbs possession
1570 Ferguson v. Watts note
1576 Knatchbull v. Taylor money paid
1577 Purvis v. Burlie & ors. possession
1578 Same v. McMahon & ors. possession
1579 Haxell v. Guiver rent
1582 Call v. Cathcart fraud. reps.
1584 Davenport v. Revitt possession
1585 Pittman v. Prudential Deposit Bank issue
1589 Orfeur v. Few work
1597 Mayer v. Reeve money lent
1601 Arden v. Cook possession
1604 Halliley & anr. v. Steers money lent
1605 Prince v. Davies work
1606 Same v. Same work
1611 Scott v. Gregory & Co. contract
1616 Bennett v. Smith pers. inj.
1617 Fraser v. Howitt money lent.
1618 Richards v. Booker commission
1620 Marriott v. The Cycle Press ld. copyright
1621 Kirkwood v. Eskell. note
1627 Douglas v. Gould & anr. detinue
1628 Riordan v. Toy & ors. fraud. reps.
1629 Humphreys ld. v. Bradshaw work
1630 Batting v. Andrews contract
1636 Naylor v. Parsons money paid
1640 Eells v. Wright & ors. detinue
1642 Grace v. Barnett & ors. salary
1643 Howell v. Stephenson contract
1646 Morris v. Wylie & Co. contract
1652 Claridge v. Williams possession
1653 Cloake & anr. v. Cohen covenant
1654 Karslake v. Hawthorn contract
1658 Walton v. Evans & anr. work
1661 Bone v. Brooks false impt.
1664 Central Wealth of Nations v. North calls
1665 Same v. Pattison calls
1667 Honour v. Gledstone & anr. bill
1670 Barnett v. Hanson issue
1671 Bunn & ors. v. Urry & ors. possession
1672 Jones & anr. v. Johns & anr. covenant
1673 Nelson v. McNeill & Co. wrong. dis.
1675 Florio v. Sutherst & anr. detinue
1679 Anglo-Westralian Development Syndicate ld. v. Sir A. Altman contract
1683 Guez v. London Exhibitions ld. contract
1686 Worsley v. Burgoyne contract
1690 Staniforth v. Guest & ors. possession
1692 Woollam v. Langner possession
1694 Hickmott v. Held possession
1698 Spencer & Co. v. Eastwood & Co. ld. goods sold
1700 Brown v. Witter possession
1701 Bond v. Tomkins money paid
1704 Gray v. Young & ors. bill
1707 Walter & anr. v. Gilmore & anr. stockbroker's acct.
1710 Powell & anr. v. Crosbie detinue
1711 Hartshorne v. Walter work
1713 Pohlmann v. Mathias covenant
1717 Kirkham v. Gill & ors. detinue
1718 Same v. Attenborough same
1719 Duff & ors. v. Bridges & anr. covenant
1720 Rowley v. Rowley & anr. slander
1727 Jenkins v. Great Eastern Rly. Co. pers. inj.
1728 Garstin v. Graham & anr. possession.
1729 Crewe v. Kirby commission
1731 Dodson v. Gray money paid
1732 Duplany v. Lambert salary
1734 Bonar v. The Big Golden Quarry Mining Co. ld contract
1735 La Feuillade v. Gatehouse & anr. injunction

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO MAY 26TH, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex	201	186	387
Non-Juries			201
London	5	1	6
Commercial Causes			10
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV.			3
			607

NOTE.—This Summary shews the total number of Actions for Trial up to and inclusive of the above date.

Digitized by Google

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

Dates.		Lord Chief Justice.	Pollock B.	Hawkins J.	Mathew J.	Cave J.	Day J.	Wills J.	Grantham J.
1896.									
May	28	..	..	..	South Eastern Circuit	..	..	..	..
"	29	..	..	..	"	..	Home Circuit	..	..
June	1	..	..	..	"	..	"	..	..
"	2	Nisi Prius	Nisi Prius	Nisi Prius	"	Divisional Court	"	Divisional Court	Nisi Prius
"	15	"	"	Oxford Circuit	"	"	"	"	Midland Circuit
"	24	"	(Chambers intervening)	"	"	"	"	"	"
"	27	"	"	"	"	Northern Circuit	"	"	"
July	4	"	"	"	"	"	"	"	"
"	6	North Eastern Circuit	"	"	"	"	End	"	"
"	7	"	"	"	End	"	..	"	"
"	8	"	"	"	..	"	Divisional Court	"	"
"	9	"	"	"	Nisi Prius	"	"	"	"
"	20	"	"	End	"	"	"	"	"
"	21	"	"	..	"	"	"	"	"
"	22	"	(Central Criminal Court intervening)	Nisi Prius	"	"	"	Midland Circuit	"
"	27	"	"	"	"	"	"	"	" End
"	29	"	"	"	"	"	"	"	Nisi Prius
August	12	End	"	"	"	End	"	End	"

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

Digitized by Google

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

CHARLES J.	VAUGHAN WILLIAMS J.	LAWRANCE J.	WRIGHT J.	COLLINS J.	BRUCE J.	KENNEDY J.	REMARKS.
..	..	..	..	..	..	..	Mr. Justice VAUGHAN WILLIAMS will be sitting at Nisi Prius in the event of Bankruptcy and Companies' Cases not being ready.
..	North Wales Circuit	Western Circuit	..	..	..	..	
..	"	"	South Wales Circuit	..	..	..	When Mr. Justice COLLINS is sitting in Railway and Canal Commission the Commercial List will be taken by Mr Justice KENNEDY.
Chambers	"	"	"	Commercial List and Divisional Court	Divisional Court	Nisi Prius	
"	"	"	"	(Railway and Canal Commission intervening)	(Chambers intervening)	"	
"	"	"	"	"	(Central Criminal Court intervening)	"	
"	"	"	"	"	"	"	
"	End	"	End	"	"	"	
"	..	End	..	"	North Eastern Circuit	"	
"	Companies' work and Bankruptcy	..	Nisi Prius	"	"	"	
"	"	Divisional Court	"	"	"	Northern Circuit	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	Oxford Circuit	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	End	End	End	

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, June 1	Mr. Lavie	Mr. Beal	Mr. Pemberton	Mr. Clowes	Mr. Leach	Mr. Farmer	Monday, June 1
Tuesday „ 2	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Tuesday „ 2
Wednesday „ 3	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Wednesday „ 3
Thursday „ 4	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Thursday „ 4
Friday „ 5	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Friday „ 5
Saturday „ 6	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Saturday „ 6

**** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

COMPANIES (WINDING-UP) ACT, 1890.

GENERAL RULE MADE PURSUANT TO THE COMPANIES ACTS, 1862 TO 1890.

(1.) [*Attendance of parties in Chambers.*]—No creditor or contributory shall be entitled to attend any proceedings in Chambers, unless and until he has entered in a book, to be kept by the Registrar for that purpose, his name and address, and the name and address of his solicitor (if any), and upon any change of his address or of his solicitor, his new address, and the name and address of his new solicitor.

(2.) This Rule shall come into operation on the 1st day of June, 1896, and may be cited with the Companies (Winding-up) Rules, 1890, as Rule 173A.

(Signed) HALSBURY, *C.*

I concur,

(Signed) CHAS. T. RITCHIE,
President of the Board of Trade.

Dated this 19th day of May, 1896.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

A to F.

All Applications by Summons or otherwise in Actions assigned to Master POLLOCK are to be made returnable before Master JOHNSON until *Saturday*, 11th July, inclusive. After that date all Applications by Summons or otherwise in Actions assigned to Master JOHNSON are to be made returnable before him in his own **Room, No. 110,** at 11.30 a.m., on *Mondays, Wednesdays,* and *Fridays.*

G to N.

All Applications by Summons or otherwise in Actions assigned to Master BUTLER are to be made returnable before him in his own **Room, No. 112,** at 11.30 a.m., on *Tuesdays, Thursdays,* and *Saturdays.*

O to Z.

All Applications by Summons or otherwise in Actions assigned to Master MANLEY SMITH are to be made returnable before him in his own **Room, No. 114,** at 11.30 a.m., on *Tuesdays, Thursdays,* and *Saturdays,* up to the 11th July, inclusive. After that date, and until the end of Sittings, Summonses are to be made returnable before the Masters in Chambers in this Division.

The Parties are to meet in the Ante-room of Masters' Chambers and the summonses will be inserted in the Printed List for the day after the Summonses to be heard before the Master sitting in Chambers, and will be called over by the Attendant on the respective Rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1896.

A to F.

Mondays Wednesdays Fridays	Master KAYE.
Tuesdays Thursdays Saturdays	Master JOHNSON until the 11th July, inclusive, after that day Master POLLOCK until the end of the Sittings.

G to N.

Mondays Wednesdays Fridays	Master MACDONELL.
Tuesdays Thursdays Saturdays	Master WALTON

O to Z.

Mondays Wednesdays Fridays	Master ARCHIBALD.
Tuesdays Thursdays Saturdays	Master WILBERFORCE.

Digitized by Google

HIGH COURT OF JUSTICE.

PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

TRINITY SITTINGS, 1896.

PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

DIVISIONAL COURT, Tuesdays, 2nd June, 7th July, and 4th August.

UNDEFENDED MATRIMONIAL CAUSES will be taken on Tuesday, 2nd, Wednesday, 3rd, Thursday, 4th, Friday, 5th, and Saturday, 6th June.

COMMON JURY CAUSES, Tuesday, 9th June, to Friday, 19th June, inclusive.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down

PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF, Saturday, 20th June, to Saturday, 18th July, inclusive.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

SPECIAL JURY CAUSES, Tuesday, 21st July, to Saturday, 1st August, inclusive.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

A *Supplemental List* of Undefended and Defended Causes Without Juries will be published, to come on after the Special Juries are finished.

SUMMONSES BEFORE THE JUDGE will be heard at 11 o'clock, and Motions will be heard in Court at 12 o'clock on Monday, June 8th, and on each succeeding Monday during the Sittings.

Summonses before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays *must* be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock P.M. on the preceding Wednesday.

ADMIRALTY.

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Tuesday, June 2nd, until Wednesday, August 12th, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

Summonses in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for Summonses to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (*Room* 738), on the Wednesday preceding.

Summonses before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (*Room* 729 or 730), at 11 A.M., on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 13th to October 23rd, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Waiting Room, 744.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

APRIL, 1896.

*** *The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.*

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

[In order of Merit.]

1. STEPHEN MIALL, B.Sc., LL.B.
   Mr. Robert Pearce, of the firm of Messrs. Baylis & Pearce, of London.
2. HAROLD GEORGE DOWNER, LL.B.
   Mr. Joseph Edmund Sheppard King and Mr. Alexander Davidson Kemp, both of London.
3. GEORGE GOSLING PLANT.
   Mr. Arthur Challinor, of the firm of Messrs. Challinors, of Hanley, Staffordshire.

SECOND CLASS.

[In Alphabetical Order.]

HERBERT GRIMSHAW BELL, LL.B.
Mr. Richard Sharples, of Accrington.

EDWIN JAMES CHESSHER.
Mr. Herbert Edward Adams, of the firm of Messrs. Adams & Hugonin, of London.

HAROLD COSTER DRYLAND.
Mr. Robert Coster Dryland, of Reading.

JAMES ROWAN HERRON, M.A., LL.M.
Mr. James Willcox Alsop, of the firm of Messrs. Alsop, Stevens, Harvey & Crooks, of Liverpool.

HENRY ROBERT HODGKINSON.
Messrs. Smith, Pinsent & Co., of Birmingham; and Messrs. Field, Roscoe & Co., of London.

WILLIAM SAMUEL JONES.
Mr. Lewis Rees Thomas, of Carnarvon.

GEORGE KYLE.
Mr. Robert Archer, of the firm of Dickson, Archer & Thorp, of Alnwick; and Messrs. Harman, Ward & Collier, of London.

WILLIAM MARK PYBUS.
Mr. William Mark Pybus, of Newcastle-on-Tyne.

Digitized by Google

PERCY COLEMAN SIMMONS.
Mr. Henry Lewis Arnold, of London.

ELIAS MILLWARD WATTS.
Mr. Barth Gidley, of the firm of Messrs. G. Gidley & Son, of Plymouth.

THIRD CLASS.

[In Alphabetical Order.]

NATHANIEL BARRETT WARNER BROMLEY, B.A.
Mr. Frederick George Fitch, of the firm of Messrs. Clapham, Fitch & Co., of London.

ALFRED DODS.
Messrs. Sharpe, Parker, Prichards & Barham, of London.

TOM HAYNES DUFFELL.
Messrs. Newlands & Newlands, of Jarrow and Newcastle-on-Tyne; and Mr. Arthur Smith, of Birmingham.

SIMON FRASER.
Mr. Percy Charles Ray, of London.

ROWLAND GUTHRIE JONES.
Mr. Charles Millard and William Robert Davies, both of Dolgelly; and Mr. Daniel Jones, of London.

HOWARD LAWRANCE.
Mr. Henry Hart Myers and Mr. John Abercrombie Holdsworth, of London.

The Council of the Incorporated Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:—

To Mr. *S. Miall*—Prize of the Honourable Society of Clement's Inn—Value about 10*l.*; and the Daniel Reardon Prize—Value about 20 guineas.

To Mr. *H. G. Downer*—Prize of the Honourable Society of Clifford's Inn—Value 10 guineas; and 'The John Mackrell Prize'—Value about 12*l.*

To Mr. *G. G. Plant*—Prize of the Honourable Society of New Inn—Value 10 guineas.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Forty-five Candidates gave notice for the Examination.

By Order of the Council.

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE, LONDON,
20th May, 1896.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 6TH AND 7TH MAY, 1896:—

Harold Edward Adam
John Alexander Aldred
Charles Egerton Appleton
Charles Henry Aubrey
John William Atkinson
John Norman Bailey
Frederick Isaac Baker
Thomas Ernest Baker
Capel Colquhoun Berger
Burton Lovewell Blake
Richard Brown Briscoe
Alfred Bull
William Ernest Burman
Reginald Burton
Philip Sidney Carden
Harold Willoughby Cleaver
Charles Wilfred Coghlan
William Henry Cooper
Morgan Davies
Reginald de Mornay Davies
Norman Dewhurst
Percy Etty Dimes
Arthur Edward Dowley
John Thorn Drury
Frank Maydew Duncalf
Alexander Eames
Harry Conway Edington
Cecil Forward
Basil Vincent Frisby
Edward Houghton Fry
Percy Reginald Frederic Gash
Arthur Lloyd Griffith
Percy Melville Heath
Henry Hoyle
Thomas Hulme
Walter George Jacomb-Hood
Ronald Garland Jayne
John Francis Fielder Johnson
Daniel Milton Jones
Howard Mercer Jones
Harry Kennard
Walter Kinlock Kitson
Herbert Lee
Leonard William Liell
Edwin MacKenzie
Edward Dickson McNaughtan
Kenneth James Maples
Edgar Ralph Metchim
Arthur Moore
Lionel Arthur Morris
William George Wingate Morris
Henry Wadsworth Munk
Charles Amos Neale
Lancelot Newton
George Henry Olley
Henry William Peach
Charles Worth Pearce
Cyril Harvey Pearce
Stirtevant Piggin
Arthur Alexander Pitcairn
Charles Henry Oliver Pook
Thomas Warne Rawlings
Alfred Cooper Rawson
Llewellyn Stuart Richardson
Henry Montagu Ryland
Walter Anderton Thompson
Thomas Buckley Timmins
Charles Lucas Townsend
Elyard Featherstone Walmisley
Horace Ainsworth Weston
Francis George White
William Prinsep White
Samuel Wickins
Lancelot Wilkinson
Harold Kentish Wright

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE.
20th May, 1896.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,
Of the Inner Temple, Editor of "The Statutes Regulating London Building,"
AND
FRANCIS W. PEMBER, M.A.,
Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

THE TRANSVAAL.

Just published. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
7	*Consolidated Fund (No. 2) Act*, 1896 . . .	May 21	Not specified.
8	*Life Assurance Companies (Payment into Court) Act*, 1896.	May 21	Not specified.
9	*Local Government (Determination of Differences) Act*, 1896.	May 21	Not specified.

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896.

THE COURT OF APPEAL.

APPEAL COURT I.—NOTICES.

Queen's Bench Interlocutory Appeals will be taken in COURT I. on Tuesday, June 2, and afterwards on every Monday in Trinity Sittings. Bankruptcy Appeals will be taken on Friday, June 5, and following Fridays.

Queen's Bench Final Appeals and New Trial Motions will be taken in COURT I. in alternate weeks during the Sittings. New Trial Motions will be taken in COURT I. on Tuesday, June 2, and following days in that week. Final Appeals in the second week.

Mondays and Fridays Final Appeals or New Trial Motions will be taken if there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Admiralty Appeals (with Assessors) will be taken in COURT I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

1.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in COURT II. on Tuesday, June and afterwards on every Wednesday in Trinity Sittings.

2.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in COURT II. until further notice.

3.—When the Interlocutory Appeals are not enough for a day's Paper, Chancery Final Appeals will be added on Interlocutory days.

APPEALS from the Lancaster and Durham Palatine Courts (if any) will be taken in COURT II. on Thursday, June 4, Thursday, July 2, and Thursday, August 6.

From the Chancery Division.

JUDGMENTS RESERVED.

FINAL LIST.

1895.

Cunnack — Edwards appl. of Attorney-Gen. from order of Mr. Justice Chitty, dated March 23, 1895 restored c. a. v. Nov. 4 (Present, The Lord Chancellor, Lord Justice A. L. Smith, and Lord Justice Rigby)

1896.

M. E. M. Watkins (Petnr.) v. W. T. P. Watkins (Respt.) Divorce appl. of Respt. from order of the President, dated Jan. 27, 1896 c. a. v. May 5

Rudd — James appl. of Defts. W. S. G. James and ors. from order of Mr. Justice Kekewich, dated March 17, 1896 c. a. v. May 19

From the Chancery Division.

FINAL LIST.

1895.

1 In re Whettam Parsons — Donnithorne appl. of Defts., N. Donnithorne and anr. from order of Mr. Justice North, dated May 3, 1895 (not before July 1) August 9

2 In re Pitcairn Brandreth — Colvin appl. of Pltff. from order of Mr. Justice North, dated Nov. 5, 1895 (s.o. June 5) December 16

1896.

3 In re The Puerto, Cabello & Valencia Ry. Co. ld. and Companies Acts, 1860 to 1890 appl. of The Puerto, Cabello & Valencia Ry. Co. ld. from order of Mr. Justice Stirling, dated Jan. 11, 1896 part heard (s.o. June 25) February 27

4 In re Hiscoe Hiscoe — Waite appl. of Thomas Hiscoe from order of Mr. Justice Kekewich, dated Feb. 29, 1896 order not perfected March 13

5 In re The International Commercial Co. ld. & Co.'s Acts, 1862 to 1890 appl. of John Oakden Swift from order of Mr. Justice Romer, dated March 9, 1896 part heard (first day of Sittings) March 18

6 In re Macduff Macduff — Macduff appl. of Attorney-Gen. from order of Mr. Justice Stirling, dated Feb. 25, 1896 March 25

7 In re the Yurnari Co. ld. & Co.'s Acts appl. of Alfred Goort from order of Mr. Justice Vaughan Williams, dated Jan. 30, 1896 April 1

8 In re The Trade Mark No. 58,405 and Patents, Designs, &c. Acts, 1883 to 1888 appl. of John Rosetree from order of Mr. Justice Kekewich, dated March 31, 1896 order not perfected April 1

9 Paterson — The Gas Light & Coke Co. appl. of Deft. Co. from order of Mr. Justice Kekewich, dated March 18, 1896 April 21

[*Continued on page* 170]

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE.	
		APPEAL COURT, I. *Final and Interlocutory Appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.*	**APPEAL COURT, II.** *Final and Interlocutory Appeals from the Chancery and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.*	**CHANCERY COURT, I.** Before Mr. Justice CHITTY.	**CHANCERY COURT, I** Before Mr. Justice NORTH
TUESDAY,	June 2	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Mns. & Non-Witness List.	Motions and Adj. Summs.
WEDNESDAY	„ 3	New Trial Paper . .	Chancery Final Appeals .	Non-Witness List . .	Adjourned Summonses
THURSDAY	„ 4	Ditto	County Palatine Aps. and Chancery Final Appeals.	Ditto	Ditto . . .
FRIDAY	„ 5	Bkcy. Aps. and New Trial Paper.	Chancery Final Appeals .	Mns. & Non-Witness List.	Motions and Adj. Summ
SATURDAY	„ 6	New Trial Paper . .	Ditto	Pets., Short Cau., Op. Pets., Pro. Sums., and Non-Witness List.	Short Causes, Pets. F ther Considerations, a Adjourned Summonses
MONDAY	„ 8	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers .	Sitting in Chambers.
TUESDAY	„ 9	Q.B. Final Appeals . .	Ditto	Non-Witness List. . .	Witness Actions .
WEDNESDAY	„ 10	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto . . .
THURSDAY	„ 11	Ditto	Chancery Final Appeals .	Mns. for Mr. Justice NORTH, & Non-Witness List.	Ditto . . .
FRIDAY	„ 12	Bkcy. Aps. and Q. B. Final Appeals.	Ditto	Mns. & Non-Witness List.	Ditto . . .
SATURDAY	„ 13	Q.B. Final Appeals . .	Ditto	Pets., Sht. Cau., Pro. Sums., Op. Pets., & Non-W. List, including Unop. Pets. for Mr. Justice NORTH.	Ditto . . .
MONDAY	„ 15	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Ditto	Sitting in Chambers .	Sitting in Chambers
TUESDAY	„ 16	New Trial Paper . .	Ditto	Non-Witness List . .	Witness Actions .
WEDNESDAY	„ 17	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto . . .
THURSDAY	„ 18	Ditto	Chancery Final Appeals .	Mns. for Mr. Justice NORTH, and Non-Witness List.	Ditto . . .
FRIDAY	„ 19	Bkcy. Aps. and New Trial Paper.	Ditto	Mns. & Non-Witness List.	Ditto . . .
SATURDAY	„ 20	New Trial Paper . .	Ditto	Pets., Sht. Cau., Op. Pets., Pro. Sums., & Non-W. List, including Unop. Pets. for Mr. Justice NORTH.	Ditto . . .
MONDAY	„ 22	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers .	Sitting in Chambers
TUESDAY	„ 23	Q.B. Final Appeals . .	Ditto	Witness List . . .	Adjourned Summonses
WEDNESDAY	„ 24	Ditto	Ap. Mns. *ex p.*—Orig. Mns. —Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto . . .
THURSDAY	„ 25	Ditto	Chancery Final Appeals .	Ditto	Mns. for Mr. Justice Carr and Adjourned Summ
FRIDAY	„ 26	Bkcy. Aps. and Q. B. Final Appeals.	Ditto	Ditto	Motions and Adj. Summ
SATURDAY	„ 27	Q. B. Final Appeals .	Ditto	Ditto	Sht. Cau., Pets., Fur. Con and Adjourned Summ including Unop. Pe for Mr. Justice Carr

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.			
Motions, Adjourned Summonses, and General Paper.	The following will be the Order of Business according to the days of the week:—	Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from June 2nd to August 12th, both inclusive.	TUESDAY,	June	2
General Paper	Monday—Sitting in Chambers.		WEDNESDAY	„	3
Ditto	Tuesday, Wednesday, Thursday — General Paper.		THURSDAY	„	4
Motns., Adjd. Sumns., & Gen. Paper			FRIDAY	„	5
Short Causes, Petitions, Adjourned Summonses, and General Paper.	Friday—(except June 12th and 19th), Motions and Adjourned Summonses.		SATURDAY	„	6
Sitting in Chambers	The first day of the Sittings, Tuesday, June 2nd, will also be a Motion day, and Friday, August 7th, will be the last day of which notice of Motion can be given without special leave.		MONDAY	„	8
General Paper			TUESDAY	„	9
Ditto			WEDNESDAY	„	10
Motions for Mr. Justice KEKEWICH and General Paper.	In addition Mr. Justice STIRLING's Motions and Unopposed Petitions will be taken on Thursdays, June 25th, and July 2nd.		THURSDAY	„	11
Motions, Adjourned Summonses, and General Paper.	Saturday (except June 13th and 20th)—Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses.		FRIDAY	„	12
Sht. Cau., Petns. (including Unop. Petns. for Mr. Justice KEKEWICH), Adjd. Sumns., and General Paper.			SATURDAY	„	13
Sitting in Chambers	Actions for Trial with Witnesses will be taken on Tuesday, June 9th, and continued until the end of the following week. Motions and Unopposed Petitions will be heard during that period by Mr. Justice STIRLING.		MONDAY	„	15
General Paper			TUESDAY	„	16
Ditto	Actions for Trial with Witnesses will also be taken at other times. Notice will be given in the Daily Cause List.		WEDNESDAY	„	17
Motions for Mr. Justice KEKEWICH and General Paper.	*Business in the Liverpool and Manchester District Registries will be taken as follows:—*		THURSDAY	„	18
Motions, Adjourned Summonses, and General Paper.			FRIDAY	„	19
Sht. Cau., Petns. (including Unop. Petns. for Mr. Justice KEKEWICH), Adjd. Sumns., and General Paper.	Summonses in Chambers on every other Friday Afternoon, commencing with Friday, June 12th.		SATURDAY	„	20
Sitting in Chambers	Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, June 27th. Urgent Applications will be heard on Saturday, June 6th.		MONDAY	„	22
Witness Actions			TUESDAY	„	23
Ditto			WEDNESDAY	„	24
Ditto			THURSDAY	„	25
Ditto			FRIDAY	„	26
Ditto			SATURDAY	„	27

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896—*continued.*

		COURT OF APPEAL.		HIGH COURT OF JUSTICE	
		APPEAL COURT, I.	APPEAL COURT, II.	CHANCERY COURT I. Before Mr. Justice CHITTY.	CHANCERY COURT, II. Before Mr. Justice NORTH.
MONDAY,	June 29	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. & New Trial Paper if reqd.	Chancery Final Appeals	Sitting in Chambers.	Sitting in Chambers.
TUESDAY	„ 30	New Trial Paper	Ditto	Witness List	Adjourned Summonses
WEDNESDAY,	July 1	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY	„ 2	Ditto	County Palatine Appeals & Chancery Final Aps.	Ditto	Motions (for Mr. Justice CHITTY) & Adjd. Sumns.
FRIDAY,	„ 3	Bankruptcy Appeals and New Trial Paper.	Chancery Final Appeals	Ditto	Mtns. & Adjourned Sumns.
SATURDAY	„ 4	New Trial Paper	Ditto	Ditto	Sh. C., Petns., Fur. Considerations, & Adjourned Sumns. (inc. Unop. Petns. for Mr. Justice CHITTY).
MONDAY	„ 6	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Orders made on Inter. Mns. and Q.B. Final Appeals if reqd.	Ditto	Sitting in Chambers.	Sitting in Chambers.
TUESDAY	„ 7	Q. B. Final Appeals.	Ditto	Non-Witness List	General Paper.
WEDNESDAY	„ 8	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY	„ 9	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY	„ 10	Bankruptcy Appeals and Q. B. Final Appeals.	Ditto	Mns. and Non-Witness List	Mtns. & Adjourned Sumns.
SATURDAY	„ 11	Q. B. Final Appeals.	Ditto	Pets., Short Causes, Pro. Sums., Opp. Pets., and Non-Witness List.	Short Causes, Petitions, Further Considerations, and Adjourned Sumns.
MONDAY	„ 13	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. & New Trial Paper if reqd.	Ditto	Sitting in Chambers.	Sitting in Chambers.
TUESDAY	„ 14	New Trial Paper	Ditto	Non-Witness List	General Paper.
WEDNESDAY	„ 15	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY	„ 16	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY	„ 17	Bkcy. Aps. & N. T. Paper	Ditto	Mns. and Non-Witness List	Motions and Adjourned Summonses.
SATURDAY	„ 18	New Trial Paper	Ditto	Petns., Sh. C., Pro. Sumns., Opp. Petns. & Non-Witness List.	Short Causes, Petitions, Further Considerations, & Adjourned Summonses.
MONDAY	„ 20	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. and Q. B. Final Appeals if reqd.	Ditto	Sitting in Chambers.	Sitting in Chambers.
TUESDAY	„ 21	Q. B. Final Appeals.	Ditto	Non-Witness List	General Paper.
WEDNESDAY	„ 22	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY	„ 23	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY	„ 24	Bankruptcy Appeals and Q. B. Final Appeals,	Ditto	Mns. and Non-Witness List	Motions and Adjourned Summonses.
SATURDAY	„ 25	Q. B. Final Appeals.	Ditto	Petns., Sh. C., Opp. Petns., Pro. Sumns., & Non-Witness List.	Short Causes, Petitions, Further Considerations, and Adjourned Summonses.

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896—*continued.*

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
Sitting in Chambers	[*See page* 165]	[*See page* 165]	MONDAY, June 29
Witness Actions			TUESDAY „ 30
Ditto			WEDNESDAY, July 1
Ditto			THURSDAY „ 2
Ditto			FRIDAY „ 3
Ditto			SATURDAY „ 4
Sitting in Chambers			MONDAY „ 6
General Paper			TUESDAY „ 7
Ditto			WEDNESDAY „ 8
Ditto			THURSDAY „ 9
Motions, Adjourned Summonses, and General Paper.			FRIDAY „ 10
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 11
Sitting in Chambers			MONDAY „ 13
General Paper			TUESDAY „ 14
Ditto			WEDNESDAY „ 15
Ditto			THURSDAY „ 16
Motions, Adjourned Summonses, and General Paper.			FRIDAY „ 17
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 18
Sitting in Chambers			MONDAY „ 20
General Paper			TUESDAY, „ 21
Ditto			WEDNESDAY „ 22
Ditto			THURSDAY „ 23
Motions, Adjourned Summonses, and General Paper.			FRIDAY „ 24
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 25

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896—*continued.*

		Court of Appeal.		High Court of Justice—	
		APPEAL COURT, I.	APPEAL COURT, II.	CHANCERY COURT, I. Before Mr. Justice CHITTY.	CHANCERY COURT, I Before Mr. Justice NORT
MONDAY, July	27	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Chancery Final Appeals	Sitting in Chambers.	Sitting in Chambers.
TUESDAY „	28	New Trial Paper	Ditto	Non-Witness List	General Paper.
WEDNESDAY „	29	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	Ditto
THURSDAY „	30	Ditto	Chancery Final Appeals	Ditto	Ditto
FRIDAY „	31	Bkcy. Aps. & N. T. Paper.	Ditto	Mns. & Non-Witness List.	Mtns. and Adjd. Sumns.
SATURDAY, Aug.	1	New Trial Paper	Ditto	Pets., Short Causes, Pro. Sums., Op. Pets., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
MONDAY „	3	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and Q. B. Final Apps. if reqd.	Ditto	Sitting in Chambers.	Sitting in Chambers
TUESDAY „	4	Q. B. Final Appeals	Ditto	Mtns. & Non-Witness List	General Paper
WEDNESDAY „	5	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Remaining Mtns., Remaining Pets., Adjd. Sumns., Procedure Sumns., and Non-Witness List.	Ditto
THURSDAY „	6	Ditto	County Palatine Aps. and Chancery Final Appeals.	Ditto	Motions and General Paper.
FRIDAY „	7	Bkcy. Aps. & Q. B. F. Aps.	Chancery Final Appeals	Ditto	Motions continued and General Paper.
SATURDAY „	8	Q. B. Final Appeals	Ditto	Ditto	Short Causes, Pets., and Adjourned Summonses.
MONDAY „	10	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and New Trial Paper if reqd.	Ditto	Ditto	Sitting in Chambers
TUESDAY „	11	New Trial Paper	Ditto	Ditto	
WEDNESDAY „	12	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Ch. Final Aps. if reqd.	Ditto	
		N.B.—*Admiralty Appeals* (with Assessors) *will be taken on days to be appointed by the Court.*	N.B.—*Lunacy Matters (if any) are taken in* APPEAL COURT II., *on every Monday at Eleven until further notice.*	N.B.—If the Witness List should be taken on any days other than those above appointed, due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays. *Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard.* Two copies of Minutes of the proposed Judgment or Order *must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.* N.B.—The following papers on Fur. Con. are required for the use of the Judge, viz.—*Two Copies of Minutes of the proposed Judgment or Order*, 1 *Copy Pleadings, and* 1 *Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.*	*Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk the day before the Cause is to be put in the Paper.* *If Witness Actions can be taken on any other days than those appointed, due notice will be given.*

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal List, the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

Digitized by Google

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1896—*continued.*

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
Sitting in Chambers	[*See page* 165]	[*See page* 165]	MONDAY, July 27
General Paper			TUESDAY „ 28
Ditto			WEDNESDAY „ 29
Ditto			THURSDAY „ 30
Motions, Adjourned Summons and General Paper.			FRIDAY „ 31
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY, Aug. 1
Sitting in Chambers			MONDAY „ 3
General Paper			TUESDAY „ 4
Ditto			WEDNESDAY „ 5
Ditto			THURSDAY „ 6
Motions			FRIDAY „ 7
Remaining Motions and General Paper.			SATURDAY „ 8
Sitting in Chambers			MONDAY „ 10
Remaining Business			TUESDAY „ 11
Ditto			WEDNESDAY „ 12

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the cause is to be put in the Paper.

Witness Actions will probably be taken on other days than those mentioned above. Of these due notice will be given.

Digitized by Google

[*Continued from page* 163]

0 The National Insce. & Guarantee Corpn. ld. *v.* The Invicta Works ld. appl. of B. G. J. Brangwin from order of Mr. Justice Romer (sitting for Mr. Justice Vaughan Williams), dated April 1, 1896 April 21

11 McKeown Boudard Peveril Gear Co. ld. appl. of Pltff. in person from order of Mr. Justice Romer, dated March 25, 1896 (order not perfected) April 23

12 In re The Veuve Monnier et ses Fils ld. & Co.'s Acts, 1862 to 1890 appl. of F. Bloomenthal from order of Mr. Justice Vaughan Williams, dated April 17, 1896 April 23

13 Fawcett Homan & Rodgers appl. of Pltffs. from order of Mr. Justice Romer, dated April 22, 1896 April 25

14 Metropolitan Ry. Co. *v.* Great Western Ry. Co. appl. of Pltffs. from order of Mr. Justice Chitty, dated March 26, 1896 April 30

15 In re Hamilton Cadogan Fitzroy appl. of Defts. F. H. Fitzroy and anr. from order of Mr. Justice Kekewich, dated March 28, 1896 May 1

16 In re Cattley, infants, &c. appl. of H. T. Cattley from order of Mr. Justice Chitty, dated April 1, 1896 May 5

17 James Harris appl. of Deft. from order of Mr. Justice Kekewich, dated April 30, 1896 May 5

18 How Earl Winterton appl. of Deft. from order of Mr. Justice Kekewich, dated March 4, 1896 (order not perfected) May 5

19 In re Eyke Stanley Stanley appl. of Pltff., Agnes Louisa Stanley, from order of Mr. Justice Kekewich, dated April 16, 1896 May 6

20 In re Yates Mochmer Yates appl. of Pltff. from order of Mr. Justice Stirling, dated April 23, 1896 (order not perfected) May 7

21 Johns Johns (Divorce) appl. of John Gardner from order of Mr. Justice Barnes, dated April 25, 1896 May 9

22 W. H. Hern R. A. Hern (Divorce) appl. of A. B. Winnifrith from order of Mr. Justice Barnes, dated May —, 1896 May 9

23 In re the Undertaking of the Worcester and Broom Ry., &c. appl. of Hy. Pigeon from Mr. Justice Stirling, dated April 25, 1896 May 16

24 Quilhampton The Peruvian Corpn. appl. of Defts. from order of Mr. Justice Romer, dated August 9, 1895 May 18

25 In re Chapman Cocks Chapman appl. of Deft. M. A. Chapman from order of Mr. Justice Kekewich, dated Dec. 17, 1895 May 19

26 Graydon Basset appl. of Pltffs. from order of Mr. Justice Stirling, dated Feb. 7, 1896 May 19

27 In re Parry Liversedge Inchbold appl. of Pltffs. from order of Mr. Justice Romer, dated Jan. 14, 1896 May 19

28 Taylor Pease appl. of Pltff. in Person from order of Mr. Justice Romer, dated March 4, 1896 (order not perfected) May 19

29 In re H. Hamilton Douglas Fitzroy appl. of Defts., Baron Leigh & ors., from order of Mr. Justice Kekewich, dated May 22, 1896 May 22

30 In re Brown Quincey Quincey appl. of Deft. E. J. Laughton from order of Mr. Justice Kekewich, dated May 7, 1896 May 22

31 Marsh Joseph appl. of Her Majesty's Attorney-General & ors. from order of Mr. Justice Kekewich, dated March 11, 1896 May 23

From the County Palatine Court of Lancaster.

Kennedy Dodson appl. of Deft., J. B. Dodson, from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec. 17, 1895 May 5

From the Chancery Division.

INTERLOCUTORY LIST.

1 In re A. E. Fenton, gent. (one &c.) appl. of M. Cathcart in person, from order of Mr. Justice Stirling, dated Nov. 14, 1895 (s.o. for security for costs)

2 In re Lincoln's Inn Field Trusts & London County Council Improvement Act, 1894, & In re The Lands Clauses, &c. Act appl. of the County Council of London from order of Mr. Justice Kekewich, dated April 18, 1896 (order not perfected) April 30

3 Fenton Rolls appl. of Pltffs. from order of Mr. Justice Kekewich, dated March 13, 1896, part heard May 13

4 Whitwham Westminster Brymbo Coal & Coke Co. ld. appl. of Defts. from order of Mr. Justice Chitty, dated March 31, 1896 (order not perfected) May 16

5 Fricker Van Grutten appl. of Pltff. W. H. Weller, from order of Mr. Justice Chitty, dated May 14, 1896 (order not perfected) May 18

6 Brownfield The Shelton Iron, Steel & Coal Co. ld. appl. of Pltffs. from order of Mr. Justice Kekewich, dated May 15, 1896 (order not perfected) May 21

7 The Lancashire Explosives Co. ld. *v.* The Roburite Explosives Co. ld. appl. of Pltffs. from order of Mr. Justice Kekewich (refusal to commit), dated May 21, 1896 (order not perfected) May 23

From the Queen's Bench Division.

JUDGMENTS RESERVED.

FINAL LIST.

Kruger Jackson (issue) appl. of Pltff. from judgt. of Mr. Justice Vaughan Williams, dated Feb. 20, 1896 (c. a. v. May 7)

INTERLOCUTORY LIST.

In re A. E. Fenton, gent., one, &c. (expte. Mary Cathcart) appl. of M. Cathcart from order of Baron Pollock, dated Feb. 6, 1896 (c. a. v. March 23)

In re an Arbitration between Meadows & anr. and Kenworthy appl. of Meadows and anr. from order of Mr. Justice Cave, dated April 24, 1896 (c. a. v. May 12)

From the Queen's Bench Division.

FOR HEARING.

FINAL LIST.

1895.

1 Dugdale Hutch Bank Manufacturing Co. & anr. appl. of Pltff. in person from judgt. of the Lord Chief Justice, dated March 2, 1895, at trial without a jury (Salford Division) (*security ordered*) June 1

2 Torkington Sheridan appl. of Deft. from judgt. of Mr. Justice Mathew, dated Nov. 5, 1895 (*security ordered*) November 23

1896.

3 Harris Whitworth appl. of Pltff. from judgt. of Mr. Justice Hawkins, dated Dec. 14, 1895, at trial with Common Jury, Middlesex (*security ordered*) January 3

4 In re the Duty on the Estate of the late Sir Thomas Gresham, and In re the Customs and Inland Revenue Act, 1885 (*Revenue Side*) appl. of the Commrs. of Inland Revenue from Justices Vaughan Williams and Wright, dated March 3, 1896 (June 10) March 12

5 Carew & ors. Camoys appl. of Deft. from judgt. of Mr. Justice Day, dated March 16, 1896 April 2

6 Brown Binns appl. of Pltff. from judgt. of Mr. Justice Collins, dated March 20, 1896, at trial without a jury, Leeds April 2

7 Wombwell Scott appl. of Defts. from judgt. of Mr. Justice Collins, dated March 6, 1896, at trial without a jury, York April 2

8 Bates Donaldson appl. of Pltff. from judgt. of Mr. Justice Mathew, dated March 30, 1896, at trial without a jury, Middlesex April 9

9 In re Henshall Fereday, &c. (expte. The Incorporated Law Soc.) appl. of Respt. from judgt. of Justices Day & Wright, dated March 25, 1896 April 15

10 In re Same appl. of Respt. from judgt. of Justices Day & Wright, dated March 25, 1896 April 15

11 Mansion House Assoc. on Railway & Canal Traffic for the United Kingdom (Incorporated) *v.* The London & North Western Ry. Co. (Railway and Canal Commission) appl. of the Defts. from judgt. of Mr. Justice Collins, Sir F. Peel, and Viscount Cobham, dated March 30, 1896 April 15

12 Richmond Hill Steamship Co. *v.* Corpn. of the Trinity House appl. of Defts. from judgt. of the Lord Chief Justice, dated March 24, 1896, at trial without a jury, Leeds, and cross notice of Pltffs., dated April 25, 1896 April 17

13 Halbot & anr. Boardman & Co. appl. of Defts. from judgt. of Mr. Justice Lawrance, dated March 19, 1896, at trial with special jury, West Riding, Yorkshire April 21

14 Incandescent Gas Light Co. ld. *v.* Sunlight Incandescent Gas Lamp Co. ld. & ors. appl. of Pltffs. from judgt. of Mr. Justice Wills, dated April 18, 1896, at trial without a jury, Middlesex April 21

15 Bingley Yorkshire Banking Co. ld. appl. of Pltff. from judgt. of Mr. Justice Lawrance, dated April 18, 1896, at trial with common jury, Middlesex April 22

15A Bingley Yorkshire Banking Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated March 20, 1896, at trial before Mr. Justice Lawrance and special jury, Leeds March 30

16 The Incandescent Gas Light Co. ld. *v.* The de Mare Incandescent Gas Light System ld. & ors. appl. of Defts. from judgt. of Mr. Justice Wills, dated April 18, 1896 April 21

17 Copernicus—1896—Folio 134 (Insurance) The Liverpool, Brazil & River Plate Steam Navigation Co. ld. *v.* Benjamin Holmes appl. of Pltffs. from judgt. of Mr. Justice Barnes, dated April 27, 1896 May

18 The Queen Justices for the County of Kent, G. Sharp and W. N. Chapman & ors. (trading as G. Beer and Co.) appl. of F. S. Boulter from judgt. of the Lord Chief Justice and Mr. Justice Wright, dated April 23 May

19 Ballantyne & Co. & ors. Mackinnon appl. of Pltff. from judgt. of the Lord Chief Justice, dated April 22, 1896, at trial without a jury, Middlesex May

Digitized by Google

20 Osman — Raphael appl. of Pltff. from judgt. of Mr. Justice Collins, dated May 4, 1896, at trial without a jury, Middlesex May 7

21 In re an Arbtn. between Gerald Barker & The Pearson and Knowles Coal & Iron Co. ld. appl. of Pearson & Knowles Coal & Iron Co. ld. from judgt. of Baron Pollock & Mr. Justice Day, dated May 1, 1896 May 8

22 Met. Light Co. ld. v. Gunning appl. of Deft. from judgt. of Mr. Justice Day, dated April 14, 1896, at trial without a jury, Middlesex May 8

23 Eichholz — Seal appl. of Deft. from judgt. of Mr. Justice Collins, dated May 5, 1896, at trial without a jury May 12

24 Miles — Great Western Ry. Co. appl. of Defts. from judgt. of Baron Pollock and Mr. Justice Bruce, dated May 4, 1896

25 The Sailing Ship Riversdale Co. ld. v. Paterson & Simons appl. of Defts. from judgt. of Mr. Justice Mathew, dated May 5, 1896, at trial without a jury.

26 Foster — Foster appl. of Deft. from judgt. of Mr. Justice Wright, dated April 22, 1896, without a jury, Middlesex

27 The Hamilton—1896.—Folio 221
The British & Foreign Marine Insce. Co. & ors. v. The Hamilton Steamship Co. ld. appl. of Pltffs. from order of Mr. Justice Barnes, dated March 11, 1896 May 18

28 Barwick & ors. v. Ind, Coope & Co. ld. appl. of Pltffs. from order of Mr. Justice Wills, dated May 9, 1896, at trial without a jury, Middlesex May 21

From Probate, Divorce, and Admiralty Division.

(*Admiralty.*)

FOR HEARING.

With Nautical Assessors.

1896.

1 The Siberian—1896.—Folio 519 (Damage)
The Steamship Alleghany of London ld. v J. H. Allan and R. G. Allan, Owners of the Steamship Siberian (with Nautical Assessors) appl. of Defts. from judgt. of the President, dated Feb. 26, 1896 April 23

2 The Barrister—1895.—Folio 532 (Damage)
The Owners, Master & Crew of the Condor v. Owners of the Barrister (with Nautical Assessors) appl. of Defts. from judgt. of the President, dated April 20, 1896 April 29

3 Maggie McNair—1895.—Folio 26 (Damage)
The Greenock Steamship Co. ld. v. Owners of the Steamship Maggie Mc Nair appl. of Defts. from judgt. of the President, dated April 18, 1896 May 13

4 Rutland—1896.—Folios 141 & 142 (Damage) Consolidated
Owners of Edenbridge v. W. Green & ors., Owners of the Steamship Rutland appl. of Pltffs. from judgt. of the President, dated May 6, 1896 May 14

5 Winstanley—1895.—Folio 464 (Damage)
Owners of Govino v. Owners of Winstanley appl. of Defts. from judgt. of the President, dated April 28, 1896 May 18

6 Sabrina—1895.—Folios 488 & 492 (Damage) Consolidated
Owners of the SS. Imbro v. Owners of the SS. Sabrina appl. of Defts. from judgt. of the President, dated April 27, 1896 May 22

From the Queen's Bench Division.

NEW TRIAL PAPER.

1896.

1 Edwards — Fox & Son appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 1, 1896, at trial before Mr. Justice Cave and common jury, Middlesex May 8

2 Pugh — The London, Brighton & South Coast Ry. Co. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated May 4, 1896, at trial before Mr. Justice Cave and special jury, London May 11

3 Stamp, Kelly — Williams and anr.
Williams and anr. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated May 8, 1896, at trial before and jury, Liverpool May 15

4 Susman — Ehrmann Bros. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated May 1, 1896, at trial before Mr. Justice Collins without a jury, Manchester May 16

5 Ellis — Johnson appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 7, 1896, at trial before Mr. Justice Collins and common jury, Liverpool May 20

From the Queen's Bench Division.

(*In Bankruptcy.*)

1896.

In re George B. Addison (expte. C. H. Crisp) appl. against a receiving order made by Mr. Registrar Giffard, dated May 5, 1896

In re Fraser (expte. The Debtor) appl. against order of Mr. Registrar Hope, refusing to rescind receiving order

---

From the Queen's Bench Division.

INTERLOCUTORY LIST.

1895.

1 Hood Barrs — Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7

2 Norman — Cathcart appl. of Deft. in Person from order of Mr. Justice Hawkins, dated Sept. 30, 1895 (*security ordered*) October 7

1896.

3 In re a Petition of Right of Edward Mitchell appl. of Petnr. from order of Baron Pollock & Mr. Justice Bruce, dated April 16, 1896 May 9

4 The Queen on the prosecution of Her Majesty's Postmaster-General v. The London & North Western and Great Western Ry. Cos. (*Crown Side*) appl. of the Ry. Companies from order of the Lord Chief Justice & Mr. Justice Wright, dated May 1, 1896 May 14

5 G. Kirby — The North British & Mercantile Insce. Co. ld. (*Crown Side*) appl. of Pltff. from order of The Lord Chief Justice and Mr. Justice Wright, dated April 27, 1896 May 16

6 A. E. Palmer & anr. v. A. Smith (*Crown Side*) appl. of Deft. from order of Mr. Justice Kennedy, dated May 9, 1896 May 16

7 Weldon — Matthews appl. of Pltff. from order of Mr. Justice Cave, dated May, 12, 1896, and special jury, Middlesex May 16

8 In re a Submission to Arbtn. between the Portland Urban District Council and T. Tilley & Sons appl. of T. Tilley & Sons from order of Mr. Justice Cave, dated March 31, 1896 May 18.

9 National Provincial Bank of England ld. v. Buffen appl. of Deft. from order of Mr. Justice Day, dated April 27, 1896 May 18

10 Lyndsey Robert Burnet v. Charles Berry (*Crown Side*) appl. of the Respt. from order of the Lord Chief Justice & Mr. Justice Wright, dated April 28, 1896 May 21

11 Foster — Fabris appl. of Deft. from order of Mr. Justice Kennedy, dated May 13, 1896 May 21

12 James — Cockrane appl. of Deft. from order of Mr. Justice Kennedy, dated May 16, 1896 May 21

13 Baring — Rosslyn appl. of Deft. from order of Mr. Justice Collins, dated May 19, 1896 May 23

14 Hodges, Jesson & anr. — The Walton-upon-Trent Bridge Co.
The Same appl. of Pltff., Hodges, from order of Mr. Justice Kennedy, dated May 13, 1896 May 23

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to May 23rd, 1896 inclusive.

SUMMARY OF APPEALS.

	Final.	Interlocutory.	Total.
From the Chancery Division	31	7	38
From the County Palatine Court of Lancaster	1	—	1
From the Queen's Bench Division	28	14	42
From the Probate, Divorce and Admiralty Division, Admiralty with Assessors	6	—	6
From the Queen's Bench Division Sitting in Bankruptcy	2	—	2
New Trial Paper	5	—	5
Totals	73	21	94

Digitized by Google

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Trinity Sittings Paper, with the following exceptions, viz.:—

MR. JUSTICE CHITTY.—In consequence of Mr. Justice Chitty sitting for the disposal of his Lordship's own Witness List from Tuesday, June 23, until Saturday, July 4 (inclusive), his Lordship's Motions and Unopposed Petitions will be taken by Mr. Justice North—that is to say, Motions on Thursday, June 25, and Thursday, July 2; Unopposed Petitions on Saturday, June 27, and Saturday, July 4. If the Witness List should be taken on any days other than those above appointed, due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

MR. JUSTICE NORTH.—In consequence of Mr. Justice North sitting for the disposal of his Lordship's own Witness List, from Tuesday, June 9, until Saturday, June 20 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Chitty—that is to say, Motions on Thursday, June 11, and Thursday, June 18; Unopposed Petitions on Saturday, June 13, and Saturday, June 20. If Witness Actions can be taken on any other days than those appointed, due notice will be given.

MR. JUSTICE STIRLING.—In consequence of Mr. Justice Stirling sitting for the disposal of his Lordship's own Witness List from Tuesday, June 23, until Saturday, July 4 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Kekewich—that is to say, Motions and Unopposed Petitions on Thursday, June 25, and Thursday July 2. Witness Actions will probably be taken on other days than those mentioned above; of these due notice will be given.

MR. JUSTICE KEKEWICH.—The Order of Business before Mr. Justice Kekewich will be as stated on the Sittings Paper. Actions for trial with witnesses will be taken on Tuesday, June 9, and continued until the end of the following week. They will also be taken at other times. Notice will be given in the Daily Cause List.

***Liverpool and Manchester Business.*—MR. JUSTICE KEKEWICH will take Liverpool and Manchester Business as follows:—**

1. **Summonses in Chambers will be taken on every other Friday afternoon, commencing with Friday, June 12.**
2. **Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, June 27. Urgent Applications will be heard on Saturday, June 6.**

MR. JUSTICE ROMER will take Witness Actions every day in the order as they stand in his Lordship's Cause Book.

***Summonses before the Judge in Chambers.*—Justices CHITTY, NORTH, STIRLING, and KEKEWICH will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.**

***Summonses Adjourned into Court* will be taken (subject to the Witness List) as follows:—Mr. Justice CHITTY, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice STIRLING, with Non-Witness Actions. Mr. Justice NORTH on the days stated in the Trinity Sittings Paper, and on Fridays and Saturdays. Mr. Justice KEKEWICH on Fridays and Saturdays, and also on other days as the Judges may direct.**

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of their own Witness Lists as follows:—

Mr. Justice CHITTY will take his Witness List for the ensuing fortnight, beginning on Tuesday, June 23, and will sit continuously (Monday, June 29, excepted) until Saturday, July 4.

Mr. Justice NORTH will begin on Tuesday, June 9, and sit continuously (Monday, June 15, excepted) until Saturday, June 20.

Mr. Justice STIRLING will begin on Tuesday, June 23, and sit continuously (Monday, June 29, excepted) until Saturday, July 4.

Mr. Justice KEKEWICH will begin on Tuesday, June 9, and sit continuously (Monday, June 15, excepted) until Saturday, June 20.

N.B.—If the Witness List should be taken on any days other than those above appointed, due notice will be given.

During the fortnight when a Judge is engaged on his Witness List, Motions in Causes or Matters assigned to him (including Exparte Motions, but not including Motions relating to the postponement of the Trial or Hearing of any Cause or Matter in his Lordship's List), and also Unopposed Petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice CHITTY will be heard by Mr. Justice NORTH.

Those assigned to Mr. Justice NORTH will be heard by Mr. Justice CHITTY.

Those assigned to Mr. Justice STIRLING will be heard by Mr. Justice KEKEWICH.

Those assigned to Mr. Justice KEKEWICH will be heard by Mr. Justice STIRLING.

CHANCERY CAUSES FOR TRIAL OR HEARING, set down to Saturday, May 23rd, 1896, inclusive.

Before Mr. Justice CHITTY.

CAUSES FOR TRIAL.

(*With Witnesses.*)

In re The Sovereign Life Assce. Co. & Co.'s Acts adjd. claim (s.o. pending exmn. of witnesses)

Whitsted — Whitsted action restored after enquiry by order, dated Feb. 2, 1895

In re The Ramsgate, &c. Co. ld. & Co.'s Acts motn. ordered to go into Witness List

In re Allen
Allen — Allen action without pleadings

5 Tweedale — Howard & Bullough ld. action

The Actien Gesellschaft, &c. v. T. Remus & Burgess and Co. action

Thompson — Thompson action & motn. for judgt.

Norton — Dashwood action & motn. for judgt.

Bolam — Pinkney action & counterclaim

10 General Electric & Traction Co. ld. v. Lewis action

Ahern — Pate action

Digitized by Google

Wool Exchange ld. v. Commissioners of Sewers of City of London action
Brooker — Drury action
Queensland Investment, &c. Co. ld. v. O'Connell action
15 Osmond — Lees action
Hutton — Loveridge action
Incandescent Gas Light Co. ld. v. Meteor, &c. Co. ld. action
King — Byrne action
Andrews — Bond action
20 Sewell — Joint Stock Institute ld. action
Friedwald — Strauss action
Yates — Yates action
In re Beaumont / Oliveira — Lane action
In re Letters Patent, 1887 No. 17,581, granted to O. E. Lewis and A. E. Strickler and Patents, &c. Acts petn. ordered to go into Witness List
Douglas — Pintsch's Patent Lighting Co. ld. action
Waterhouse — Brownbill action
In re Weiners ld. & Co.'s Acts, 1862 & 1867 motion ordered to go into Witness List
Lopes, Bart. — Corpn. of Plymouth action
In re King / Stringer — King action
Hayward — Hayward action
Blackmore — Bagnot actn. (pleadings to be delivered)
In re Robinson / Robinson — Robinson action
Hicks — Robinson action
Irons — Snow action
Vernon — Reynolds action & counterclaim
Willett — Rideal action
Goddard — Earl's Court Hotels ld. action
Burton — Wood action
Palmer — Ashford action
In re Trade Mark No. 8482 of Cecil Fane (trading, &c.) and Patents Designs, &c. Acts motion ordered to go into Witness List
In re Trade Mark No. 180,437 of Monk's Hall & Co. ld. and Opposition thereto of C. Fane, &c. motion ordered to go into Witness List
Steers — Halliley action
Robinson — Robinson action
In re Lewis / Reece — Todd action
Simpson — Hughes action
In re Brimmell / Brimmell — Mousell action
Armstrong — Hughes action
Bletcher — Hatfield Chase Warping and Improvement Co. action
Alves — Peat action
Lewis — Jones action set down by order, dated May 8, 1896
Nasch's Patent Book Sewing Machine Co. ld. v. Nasch action
In re Dellwik's Patent, No. 2110 of 1890 petn. to go into Witness List by order, May 16, 1896
Rymer — McIlroy action
Green — Clear action
Hodgson — Hodgson action
Marquis Camden v. Roberts / Marquis Camden v. Philpot } action consolidated
Spencer — Roberts / Spencer — Philpot } action consolidated
Menzies — Addlesham action
Roberts — Honduras Government, &c. Co. ld. action

CAUSES FOR TRIAL.

(*Without Witnesses.*)

Gilbert — Russell adjd. sumns. restored
In re Reeve / Reeve — Smith adjd. sumns. restored (not before June 9)
Clarson — Alldritt adjd. sumns.
In re Vickers / Strange — Phenna adjd. sumns.
In re Strutt / Strutt — Irwin adjd. sumns.
In re Short / Coats — Ward adjd. sumns.
In re Bowater & Lands Clauses, &c. Act adjd. sumns.
In re Back / Jose — Page adjd. sumns.
In re E. Thompson / Griffith — Thompson adjd. sumns.
10 In re Smith / Hudson — Daniell adjd. sumns.
In re Daniell / Daniell — Daniell adjd. sumns.
In re Turner / Spencer — Dawson adjd. sumns.
In re Webb / Thrupp — Webb adjd. sumns.
In re Garnett / Garnett — Wrigley adjd. sumns.
15 Smith — Turnbull (1884—T.—1191) adjd. sumns.
Smith — Turnbull (1884—T.—1200) adjd. sumns.
In re Pearson / Pearson — Pearson (Pitffs.) adjd. sumns.
In re Same / Same — Same (S. B. Gardner) adjd. sumns.
Westwood, Baillie & Co. v. Equitable Debenture and Assets Corpn. ld. (R. A. Baillie & anr.) adjd. sumns.
20 Same — Same (Equitable Debenture, &c. ld.) adjd. sumns.
In re Clark / Clark — Foster adjd. sumns.
In re Houstoun / Sparks — Hatchell adjd. sumns.
Smith — Marsden action
In re Langmore / Gregson — Langmore adjd. sumns.
25 In re Mann / Wilkinson — Mann adjd. sumns.
In re Allen / Adcock — Evans adjd. sumns.
In re Austin / Collins — Chandler adjd. sumns.
In re Holland / Hardy — Brine adjd. sumns.
In re Snow / In re Meyer / Hunt — Tims adjd. sumns.
30 In re Jackson / Upward — Upward adjd. sumns.
Dibbins — Dibbins action
In re Castle & Married Women's Property Act, 1882 adjd. sumns.
The Equitable Securities Co. v. Greenfell adjd. sumns.
In re Honywood / Wellington College v. Honywood action & motn. for judgt.
35 In re Pope / Church — Pope adjd. sumns.
In re Viscount Clifden / Clifden — Annaly adjd. sumns.
In re Lord Howard's Settled Estates adjd. sums.
In re Gill / Smith — Smith adjd. sumns.
In re Brewer / Morton — Blackmore adjd. sumns.
40 In re Banks / Winch — Banks adjd. sumns.
Prowse — Page action set down by order
Cavendish — Philipps adjd. sumns.
In re Harper & Battcock, Solrs., &c. adjd. sumns.
In re Earl of Devon's Settled Estates / White — Earl of Devon adjd. sums.
45 In re Mistley Thorpe & Walton Ry. Co. &c. adjd. sumns.
In re Steer / Steer — Dobell adjd. sumns.
In re Sir Joseph Paxton's Estate adjd. sumns.
Hemans — W. W. Smith & Co. ld. adjd. sumns.
In re Hodson / Horne — Hodson adjd. sumns.
50 In re J. Bond / Bond — Jones adjd. sumns.
In re Grew / Grew — Walwyn adjd. sumns.
In re Burton / Cargill — Burton adjd. sumns.
Industrial Contract Syndicate ld. v. Pullman ld. motn. for judgt.
In re Lee / Patteson — Miles adjd. sumns.
55 In re Bowman / Blake — Main adjd. sumns.
In re Bindloss & Mortmain, &c. Act, 1891 adjd. sumns.
In re Merceron / Bruce — Merceron adjd. sumns.
In re Bowes's Charity / Attorney-General v. Goldsmiths' Co. adjd. sumns.
In re Fellows / Hillier — Fellows adjd. sumns.
60 Marshall — Evans adjd. sums.
In re Hannover / Levinsohn — Raphael adjd. sumns.
In re Minter / Minter — Minter adjd. sumns.
In re Jegon / Jegon — Jennings adjd. sumns.
In re Clements / Coppin — Wilkin adjd. sumns.
65 Spokes — Walford action for trial set down by order
In re Paddington Estate Trustees & V. & P. Act, 1874 adjd. sumns.
In re Aberdein's Estate adjd. sumns.
In re Horn & Francis, gent., &c. (taxation) adjd. sumns.
In re C. E. Bell's Settlement adjd. sumns.
70 The Harvey Steel Co. v. Harvey Continental Steel Co. ld. special case
Storey — British Gold Fields of West Africa ld. motion entered in Non-Witness List by order
In re Murray / Murray — Murray adjd. sumns.
In re Elliott / Elliott — Elliott adjd. sumns.
In re Brown / Brown — Acomb adjd. sumns.
75 In re Cosier / Humphreys — Gadsden adjd. sumns.
In re Buller / Beauford — Bradshaw adjd. sumns.
In re The Streatham & General Estate Co. (S. 16) adjd. sumns.
Davies — Sanders motn. for judgt.
J. Lyons & Sons v. Wilkins motn. for judgt.
80 Ballard — Milner adjd. sumns.
In re Little / Little — Little adjd. sumns.
82 Fisher — Dayman action

FURTHER CONSIDERATIONS.

Loder — Loder 4th fur. con.
In re White / Fraser — Hertslet fur. con.
In re Morecraft / Taylor — Hill fur. con.
Dent — Spencer fur. con.
6 Assets Realization Co. ld. v. Paroche Iron Ore & Ry. Co. ld. fur. con.
Fitch — Fitch fur. con.
7 In re Rooney / Rooney — Rooney fur. con.

Before Mr. Justice NORTH.

CAUSES FOR TRIAL.

(*With Witnesses.*)

Woodhead — McDonough action pt. hd.
Collins — Woodfin action
The Yorkshire Banking Co. ld. v. Bingley action (a.c. until appeal disposed of)
Oliver — Governors of St. Olave's Grammar School, &c. action
5 In re The Consort Deep Level Gold Mines ld. & Co.'s Acts motn. of Messrs. Stark & Elliston set down in Witness List by order
In re The Same, &c. motn. of Dr. J. Barr set down in Witness List by order
In re The Same, &c. motn. of H. Russell-Smith set down in Witness List by order
Jardine — King, Mendham & Co. action
Gill — Brown action not before July 2
10 Bulpett — Link action
Hippisley — Sweet action
Cutler — Beckett action
In re Pritchard / Davies — Evans action
Hughes, Chenery & Co. v. Mines (Acquisition, &c. Co. ld.) (transferred from Q. B.)
15 Frewen — Law Life Assce. Soc. action
Corfield — Howell action
Lipop — Kent, Sussex & General Land Soc. ld. action
Shrewsbury & Talbot S. T. Cab, &c. Co. ld. v. Kelham Rolling Mills Co. ld. action
Seaward — Paterson action
20 Wood — Wood action
Sims — Gibbon action
Durrant — Urban District Council of Branksome action
Haddon — Jacoby action
Davies — Walter action
25 Walker — Hebden action & motn. for judgt.
Pneumatic Tyre Co. ld. v. Birney action

Digitized by Google

	Same Co.	Standard Tyre Co. ld. action
	Charlton	Duval Restaurants for London ld. act.
	Barnes	Meakin action and counter-claim
	In re Bankes	
	Dawes	Sladen action & motion for judgt.
	Payne	Heaton action
	Julia Taital Nitrate Co. ld. v. Jay	action
	Samuel	Gibbon action
	In re The Anglo-French Goldfields of Australasia ld. and Co.'s Act, 1862 motn. entered in Witness List by order, dated April 14, 1896	
35	Tatham	Bromwich action
	Wool	Raphael action
	Foster	Golden Link Mining Co. ld. action for trial set down by order
	Law Life Assce. Soc. v. Baron Bateman	action & motn. for judgt.
	Woods	The Waitekauri Extended ld. action
40	Ind, Coope & Co. ld. v. Barwick	action
	Brooks	Whalley action
	Lord Hastings	Ewen action
	Lewis	Fry action
	In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts motn. of C. Newman entered in Witness List by order, dated April 14, 1896 (transferred from Kekewich J.)	
45	Vyner	North Eastern Ry. Co. action
	Sykes	Helliwell action
	Tubbs	General Finance, Loan and Discount Co. ld. action
	In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts motn. of W. J. Soper entered in Witness List by order, dated April 14, 1896	
	In re The Same motn. of A. Voigt entered in Witness List by order, dated April 14, 1896	
50	In re The Same motn. of W. Skinner entered in Witness List by order, dated April 14, 1896	
	In re The Same motn. of J. Cocking entered in Witness List by order, dated April 14, 1896	
	In re The Same motn. of J. E. Paice entered in Witness List by order, dated April 14, 1896	
	Vinall	Hosegood & 20 other Actions actions for trial consolidated by order, dated Jan. 24, 1896
	Lawrence	Adams action
55	Kelly	Kelly action
	Willis	Sweet action
	Priest	Marie Rose Gold Mining Co. ld. action
	Stanley	Same Co. action
	Posner	Palmer action
60	Harrop	Harrop action
	In re Stevens	
	Cooke	Stevens action
	Goodwin	Hamilton action without pleadings, set down by order, May 14, 1896
	Smyth	Maison Helbronner ld. action
	The Aerated Bread Co. ld. v. Shepherd	action
	Badische Anilin & Soda Fabrik v. H. Johnson & Co.	action
66	Labouchere	Nurse action

CAUSES FOR TRIAL.

(Without Witnesses.)

	Prout	Cock action
	The Incandescent Gas Light Co. ld. v. Henry	motn. for judgt. (short)
8	Thomas	Atkins motn. for judgt. (short) Swansea (D.R.)
	In re Nottidge	
	De Senarmont	Greenfell motn. for judgt. (short)
	Westwood	Wreford motn. for judgt. (short)
6	Vaughan	Dix motn. for judgt. (short)

ADJOURNED SUMMONSES.

	Gregory	Michell adjd. sumns. & petn. (June 9)
	In re Boyd	
	Boyd	Heidenstam restored
	In re Whicher	
	Palmer	Whicher (expte. Pltff.)
	In re Same	
	Same	Same (expte. Deft.)
	In re Same	
	Same	Same (to carry in further surcharge)
5	In re Same	
	Same	Same (for cross-exmn. of Deft.)
	In re Robinson	
	Robinson	Robinson
	Stretton	Colton
	In re Harkness & Allsopp & Sons ld. & V. & P. Act, 1874	
10	Longfield	Horsfall
	In re Weeding	
	Armstrong	Wilkin
	In re Eyre	
	Bodkin	Chichester
	In re The Consort Deep Level Gold Mines ld.	
	In re Rennie	
	Rennie	Rennie
15	Lambert	Tennant
	In re Tattersall	
	Armitage	Pickles
	In re Buck	
	Buck	Buck
	In re Innes	
	Innes	Innes (Pltff.)
	In re Same	
	Same	Same (National Life Assce. Soc.)
20	In re Moulton	
	Ullathorne	Merrick
	In re Robinson	
	Wright	Tugwell
	In re Court	
	Goddard	Briggs
	In re Wilson	
	Johnston	Wilson
24	Ward	London & County Unity Building Soc. adjd. sumns.

FURTHER CONSIDERATIONS.

	In re Miller	
	Miller	Miller fur. con.
	Burrows	Priestman Bros. ld. fur. con.
	In re Mathew	
	Dadswell	Mathew fur. con.
	In re Hemming	
	Cheape	Ingram fur. con.
5	Scarlett	G. Frank & Co. ld. fur. con.
	Lacey	Stone fur. con. (Poole D.R.).
7	In re Dawber	
	Dawber	Dawber fur. con. adjd. from Chambers

Before Mr. Justice STIRLING.

CAUSES FOR TRIAL.

(With Witnesses.)

	West	Alcock action (Deft. dead)
	Crossley	Attenborough action
	Attorney-Gen.	Mayor, &c. of Preston action
	Alcoy & Gandia Ry. & Harbour Co. ld. v. Greenhill	action
5	Sawrey	Binns action
	Pattle	Hornibrook action
	In re Harman	
	Harman	Wise adjd. sumns. ordered to go into Witness List
	Burree	Read action
	English	Cooper action
10	Abbott	Townsend action
	Rawlinson	Davies action
	Underwood	White action & motn. for judgt.
	Colmer	Buluwayo Gold Reefs Development ld. action & motn. for judgt.
	Chandler	Bradley action (pltff. E. Chandler dead)
15	De Lissa	Tyser action
	Bastard	Bastard action
	Debenham	Foster, Frere & Co. action
	Bell	Balls action
	Chandler	Freeman action & motn. for judgt.
20	In re Thompson	
	Bloomer	Thompson adjd. sumns. entered in Witness List
	Ehrmann	Ehrmann (1894—E.—762) action
	Scott	Kingscote action
	In re Preston	
	Preston	Bonney action
	Mills	Little action
25	Ehrmann	Ehrmann (1895—E.—1,108) action
	In re Grimston	
	Dawson	Chatfield action
	Art Reproduction Co. ld. v. A. Stocks & Co.	action
	The Tonbridge Urban District Council v. Punnett	action
	Peebles	Crosthwaite action
30	Wash	Townsend action
	In re Fenwicke	
	Fenwicke	Douglass action & motn. for judgt.
	Wynne	Rising action
	Rowcliffe & Rowcliffe & Hilton ld. v. Siddall	action
	Stevens	Warrall action
35	In re Mannsell	
	Dorrington	Richardson action
	Fox	Wright action
	Thompson	Miller action
	James	Walters action
	Fenny Stratford Town Hall Co. ld. v. Payne	action
40	Pneumatic Tyre Co. ld. v. Friswell & Co. ld.	action
	Same Co.	East London Rubber Co. action set down by order, dated March 26, 1896 (pleadings to be delivered)
	Levy	Davis action and counter-claim
	Jones	Williams action
	Truman	Taylor action
45	Howe	Carlisle Model Building Soc. No. 1. action
	Lowe	Sanders action
	Beall	Cronheim action
	Fairweather	Fairweather action
	Charlton	Bourgogne action (first day Witness Actions are taken subject to any special direction)
50	In re Bullwinkle	
	Smith	Robb action
	Duke of Newcastle v. Lister Kaye	action & motn. for judgt.
	Bouverie Press ld. v. Pitman	action
	In re the Companies' Acts, 1862 to 1890 & in re Weiners ld. motn. set down in Witness List by order	
	Bowler	Stafford action
55	Defries	Sherwood & Sons action
	Scott	T. Hamling & Co. ld. action
	Commissioners of Sewers for Levels of Havering, &c. v. Fairhead	action
	The Pneumatic Tyre Co. ld. v. Swift & Co.	action set down by order, dated March 26, 1896 (pleadings to be delivered)
	Faulkner	Lynes action
60	London & County Banking Co. ld. v. Preston	action
	Moore	Ford action
	Thunder	Barnato Bros. action
	Hollings	Hollings action
	In re Roberts	
	Knight	Roberts action
65	Duncan & Co.	Greenhill action
	Griffin	Leonard, Boult & Co. action
	Jackson	The Best for Boys Publishing Co. ld. action
	Stafford	Whitehead action (June 23, by order)
	Kersey	Bexley Heath Ry. Co. action
70	Wimshurst, Hollick & Co. ld. v. National Telephone Co. ld.	action
	Haydon	The Lord Mayor, &c., of York action & motn. for judgt.
	Emery	Treacher action
	Ross	Ross action
	In re Ball	
	Lewis	Ball (claim of D. Jones & Co. ld.) adjd. sumns. entered as Witness Action by order
75	New Moss Colliery Co. ld. v. Manchester, Sheffield, &c., Ry. Co.	action
	Lowe	Sanders action
	Bunn	Bessey, Palmer & Co. action (no pleadings) June 30, by order
	Grimoldby	Deighton action
	Wilding	Sanderson action & motn. for judgt.
80	Nicholl	Cooke action
	Tweedale	Howard & Bullough ld. action
	Wythe	Wythe action (June 3)
83	Wythe	Wythe & anr. action (June 3)

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

	Dalton	Fitzgerald adjd. sumns. (not before evidence complete)
	In re Chivell	
	Chivell	Carlyon action
	In re Ownsworth	
	Ownsworth	Ownsworth adjd. sumns.
	In re Humbley	
	Wilkinson	Stamper adjd. sumns.
5	In re Dudgeon	
	Truman	Pope adjd. sumns.
	In re Hallings	
	Tatham	Hastings adjd. sumns.

Digitized by Google

In re Wilson
Trevor — Scott adjd. sumns.
In re Pearson & Marshall's Contract & V. & P. Act, 1874 adjd. sumns.
In re Caws
Caws — Caws adjd. sumns.
10 Expte. Rector of St. George, Bloomsbury adjd. sumns.
In re Wyatt
White — Ellis adjd. sumns. restored
In re Same
Same — Same
In re the Manchester & Milford Ry. Co. adjd. sumns.
In re the Mersey Ry. Co. & the Mersey Ry. Co.'s Act, 1867 & the Mersey Ry. Acts three adjd. summonses, dated August 9, 1894, January 10 and February 27, 1896
15 In re Birkin
Bohm — Birkin adjd. sumns.
Price — Brookfield adjd. sumns.
In re Cornish
Cornish — Holesgrove adjd. sumns.
Lord Sherborne v. Parr motn. for judgt.
Hopcraft — Hopcraft adjd. sumns.
In re Plestow & Cox's Settlement
20 Cox — Goldsworthy
Vallance — Goldsworthy adjd. sumns.
In re Dawson
Bond — Butt adjd. sumns.
In re Marrow
Stuart — Marrow adjd. sumns.
In re Dicconson, &c.
Dicconson — Gerard adjd. sumns.
In re Hudson
Fewings — Hudson two adjd. sumns., dated respectively 9th & 14th April, 1896
25 In re Edwards
Hope Edwards — Edwards adjd. sumns.
Baron Pirbright v. Salwey special case
In re Worthington
Worthington — Sandy adjd. sumns.
Porch — Enright motn. for judgt. (short)
Hayes — Enright motn. for judgt. (short)
Palmer — Rich special case
31 In re The Snyder Dynamite Projectile Co. ld. adjd. sumns.

FURTHER CONSIDERATIONS.

In re Bates
Bates — Bates fur. con.
In re Popplewell
Hainsworth — Smart fur. con.
3 Cox — The Southern Coal Co. of New South Wales ld. fur. con.

Before Mr. Justice KEKEWICH.

CAUSES FOR TRIAL.

(With Witnesses.)

Tufnell — Elliott action pt. hd. (Deft. dead)
In re Doetsch
Matheson & Co. v. Ludwig action & motn. for judgt. (s.o. until after return of Commission)
Burroughs — Wellcome action & counter-claim
In re Atkinson
Atkinson — Norbury action
5 Stokell — Heywood action
Lockett — Tarapaca Waterworks Co. ld. } action and counter-claim
Tarapaca Waterworks Co. ld. v. Lockett }
Petty & Sons — Taylor & Co. action
Ansted — Grobecker action
Earl of Wilton — A. Knowles & Sons ld. action
10 Brooks — Steele & Currie action
Thomas — Rees action
Hunt — Rymill action
Poulett — Meyrick issue for trial set down by order, dated Jan. 21, 1896 pt. hd. (June 2)
Poulett & ors. — Meyrick issue for trial set down by order, dated Jan. 21, 1896 pt. hd. (June 2)
15 Gardner — Bell action & counter-claim
Murray — Sitwell action & motn. for judgt.
Cheshire — Hunter action
De la Rouchefoucauld v. Boustead action
Grey — Curtice action (not before July 1)
20 Campbell — Sheward action
Moore — London, Edinburgh, &c. Assce. Co. ld. action (transferred from County Court)
Adamant Stone & Paving Co. ld. v. Liverpool Corpn. actn.
Cole — Baker action & motn. for judgt. (s.o. one month after Deft.'s affidavits filed) by order
Osborne — Board actn. (not before July 1)
25 The British Insulated Wire Co. ld. v. The Fowler Waring Cables Co. ld. action (June 9)
Hall — Hunt action
Itter — Freeker action
Elliott Bros. — Sullivan action
Attorney-General v. Tod Heatley action
30 Hodson — Heuland action
Lloyd, Morgan & Co. v. Pegg action
Edwards — Harris action
Fothergill — H. Sabey & Co. action
Florence — Rutter action
35 Scott — Hull Steam Fishing & Ice Co. ld. action
Yates — Armstrong motn. for judgt. & petn. (in re Armstrong's Patent, No. 18,719, A.D. 1894, & Patents, &c. Act)
Pneumatic Tyre Co. ld. v. Powell & Barston action
Leon — Tubb action
Cohn — Jackson action
40 Smith — Sykes action
Thomas — Travis action
In re Solomon
Stead — Scheyer two adjd. sumns. with witnesses (for Mr. Justice Stirling) entered by order
Irvine — Tennant action
Maxim Nordenfelt, &c. Co. ld. v. Anderson action
45 In re Turner
Barker — Ivimey action
Smart — Tempest action
Winch — Flight action
Wickham — Wickham action
Collicott — South Staffordshire Mines, &c. Commissioners action
50 Scarborough Winter Gardens ld. v. Fowler action
De Candia — Mann, George & Co. action
Wurm — Wurm action
Pourter & Sons — Barter action
Freund — Sewell action
Allen — Shore action (June 9)
56 Moffatt — Traders' Trust Corpn. ld. action

CAUSES FOR TRIAL.

(Without Witnesses.)

Brougham — Gatcombe motn. for judgt. (short)
2 Rawlings — Rawlings action

ADJOURNED SUMMONSES.

In re Hall
Haworth — Tomlin adjd. sumns. part heard (June 3)
Dominion Brewery Co. ld. v. Biddell (Deft. W. R. Biddell) adjd. sumns.
Dominion Brewery Co. ld. v. Foster (Deft. H. S. Foster) adjd. sumns.
Same — Same (Deft. H. C. Richards) adjd. sumns.
5 Same — Same (Deft. W. R. Biddell) adjd. sumns.
Same — Same (Pltffs.) adjd. sumns.
Same — Same (Deft. Sir F. W. Boord) adjd. sumns.
Same — Same (for a commission) adjd. sumns.
Same — Same (for a commission) adjd. sumns.
10 Same — Same (for further security for costs) adjd. sumns.
Hyndman — Osborne adjd. sumns.
In re Waller & Son, gent., &c. (taxation) adjd. sumns.
Wade Gery — Handley adjd. sumns.
Lupton
Thornhill — Lupton adjd. sumns.
In re Smith
15 Davidson — Myrtle adjd. sumns.
In re Levitt
Turner — Wray adjd. sumns.
In re Clerk
Clerk — Meyricke adjd. sumns.
In re Simpson
Grime — Simpson adjd. sumns.
In re Burn
Anderson — Burn adjd. sumns.
20 In re Sherwood
Edwards — Edwards adjd. sumns.
In re Phillipp's Settled Estates & Settled Land Act adjd. sumns.
In re Simpson & Gebhardt & V. & P. Act, 1874 adjd. sumns.
23 In re Jenkins & Settled Land Act, 1882 adjd. sumns.

FURTHER CONSIDERATIONS.

In re Gosling
Gosling — Gosling fur. con. & adjd. sumns.
Rauson — Tagliabue fur. con. (Poole D.R.)
3 Rivington — Gordon & Co. fur. con. (set down by order dated May 14, 1896)

Before Mr. Justice VAUGHAN WILLIAMS.

(Sitting as an additional Judge of the Chancery Division.)

MOTIONS.

COMPANIES (*Winding up*).

1 W. Brock & Son ld. (transfer proceedings)
2 African Landed Estates Co. ld. (for discharge of order, dated June 21, 1894, as regards applicant)
3 London & General Bank ld. (to compel attendance of witness)
4 London & West of England Contract Co. ld. (leave to issue writ of attachment)
5 Colonial Debenture Corpn. ld. (vary order refusing public exmn.)
6 Ormonde Gymnastic Club ld. (for leave to issue writ of attachment)
7 Hemp Yarn & Cordage (to discharge order dated March 7, 1896)
8 Southern Counties Deposit Bank ld. (to appoint Liquidator)
9 Great Southern of Spain Ry. Co. ld. (to stay winding-up)

CHANCERY DIVISION.

10 Waites v. Hemp Yarn & Cordage Co. ld. (motn. for judgt.)
11 George Routledge & Sons ld. and reduced (to rectify register)

COMPANIES (*Winding up*).

PETITIONS.

1 Joseph Bull, Sons & Co. ld. (petn. of M. T. Shaw & Co.)
2 Glamorgan Central Permanent Benefit Building Soc. (petn. of the Co.)
3 Industrial Securities Investment Co. ld. (petn. of E. A. Hamblyn)
4 Bidasoa Ry. & Mines ld. (petn. of F. Thorn)
5 Woolley Coal Co. ld. (Yorkshire Banking Co. ld.)
6 Dawe and Co. ld. (petn. of A. Whitchurch)
7 Candelaria Waterworks & Milling Co. ld. (petn. of J. L. Whelen & anr.)
8 Eastern Counties Bacon Factory ld. (petn. of Lalor and Kindersley)
9 Otis Steel Co. ld. (petn. of Laura Relton)
10 G. & S. Bracknell ld. (petn. of the Continental Bottle Co.)
11 South Kent Water Co. (petn. of James Oakes & Co.)
12 New Park of Mines (petn. of Francis William Mitchell)
13 Carlsbamn Spirit Co. ld. (petn. of C. de Murietta & Co.)
14 Marriage, Neave & Co. ld. (petn. of L. M. Rumford and anr.)
15 Union Mortgage, Banking & Trust Co. ld. (petn. of William Shaw).
16 Inventors' Union ld. (petn. of W. E. Bramall)
17 Colwyn Bay Pier Co. ld. (petn. of John Annan)
18 Prudential Deposit Bank ld. (petn. of the Co.)
19 Lartigue Railway Construction Co. ld. (petn. of The Thames Iron Works & Shipbuilding Co. ld.)
20 Brewery Joint Stock Syndicate ld. (petn. of The Leslie Syndicate ld.)

Digitized by Google

21 Beaconsfield Diamond Mining Co. ld. (petn. of J. P. Gorst & ors.)
22 Chemists' Assoc. ld. (petn. of Joseph Beecham)
23 The Great Dundas Gold Mining Co. ld. (petn. of Henry Schmidt)
24 National Skating Palace ld. (petn. of F. Costa & anr.)
25 Brewery Joint Stock Syndicate ld. (petn. of L. G. Russell)

CHANCERY DIVISION.

26 Tipton Moat Colliery ld. & reduced (petn. of Co.)
27 Société Vinicole de Turquie ld. (petn. of Co. and Shareholders to rescind resolutions)
28 Union Steamship Co. ld. & the Companies (Memorandum of Association) Act, 1890
29 Special Agency Co. ld. & reduced (petn. of the Co.)
30 George Routledge & Sons ld. & reduced (petn. of the Co.)

Court Summonses.

COMPANIES (*Winding up*).

1 Lyric Club ld. (set aside proofs)
2 Lands Allotment Co. ld. (taxation of bill)
3 A. Salomon & Co. ld. (remove name from list)
4 Hemp Yarn & Cordage Co. ld. (for discovery)
5 Landon & General Bank ld. (for leave to make a set off)
6 General Credit Co. ld. (to appoint new Liquidator)
7 Hampshire Land Co. ld. (as to claim)
8 Mexican Tobacco Plantations ld. (for directions as to call)
9 Sale Hotel and Botanical Gardens Co. ld. (for declaration as to misfeasance)

CHANCERY DIVISION.

10	Stubber	T. Daniel & Co. ld. (for sale)
11	Same	Same (for leave to cross-examine)
12	Same	Same (declare dividend)
13	Same	Same (for discovery)
14	Same	Same (for sale)

Before Mr. Justice Romer.

Causes for Trial.

(*With Witnesses.*)

Ainslie	Gill Bros. action (pleadings to be delivered)
Davis	Jewell action (pleadings to be delivered)
Donington	Skidmore action (Pltff. dead)
In re Farmer / Farmer	Crawshaw action (first day of sittings)
5 Daniell	Whateley action
Queensland Investment & Land Mortgage Co. ld. v. O'Connell	action & counter-claim (Deft., E. R. Drury, dead)
In re Reed / Reed	Thompson action (Deft. Thompson bankrupt)
Alston	Alston action (not before June 5)
Johnson, Clark & Parker ld. v. Collier	action (not before July 1)
10 Gleadowe	Burton action (Deft. dead)

Transferred by Order dated 27th February, 1896.

Tolson	Speight & Son action (Pltff. dead)
Tolson	Singleton action (Pltff. dead)
Eastern Concessions ld. v. Defty	action
Oakley	Ford action
15 In re The Globe Blocks Gold Mining Co. ld.	motn. ordered to go into Witness List (December 6, 1895)
In re The Same (J. M. Bell's case)	motn. ordered to go into Witness List (transferred from Stirling, J. by order)
In re The Same (J. L. Busse's case)	motn.
In re The Same (J. Gibson's case)	motn.
In re The Same (W. M. Flack's case)	motn.
20 In re The Same (T. Pocock's case)	motn.
In re The Same (L. Meldal's case)	motn.
In re The Same (G. Reid's case)	motn.
In re The Same (M. Ichenhauser's case)	motn.
In re The Same (D. Fitzmaurice's case)	motn.
25 In re The Same (J. L. Furrill's case)	motn.
Perkins	J. H. Knight & Sons action (not before June 17)
Avery	Orton action & motn. for judgt.
Mercier	Hutchings action
Windschuegl	Hedley, junr. action
30 Handford	East End Dwellings Co. ld. action
Fitch / Freeman	Freeman / Fitch actions (consolidated)
In re Furmidge / Furmidge	Kemp action & motn. for judgt. (not before May 1)
In re Honywood / Fraser	Rayer action & motn. for judgt.
In re Graham / Graham	Wynne action & motn. for judgt. (not before July 1)
35 Warren	Taylor action
Bueche	National Insce. &c. ld. action
Callender	Callender motn. for judgt.
Perry	Société des Lunetieres action
Pegg	Corpn. of British Investors ld. action.
40 Warre	Croft action
Wacogne	Halse action (Deft. bankrupt)
Kent	Fortis Powder & Explosives Co. ld action
Prudential Deposit Bank ld. v. Oxenden	action
Hilliam	Dearden action and counter-claim
45 White	Brown action
Barker	Attwood action
Lovelock	Vincent action (Exeter D.R.)
Essex	Jay action (not before June 24)
In re Watson / Watson	Watson action & counter-claim
50 Singleton	Rains action
Miller	Foot action
Fearnsides	Baines action
Licenses Insurance Corpn. &c. ld. v. Lawson	action
Rowland	Mitchell action
55 Sprange	Cousins action
Harries	Bourne & Grant action
Salaman	Gooch action (not before June 15)
Graham	Willford action
Actien Gesellschaft fur Cartonnagen Industrie v. Schroeder	action
60 Oliver	Thornley & Co. action without pleadings
Protheroe	Protheroe action
Incandescent Gas Light Co. ld. v. Hughes	action
Trustee of Property of H. J. Calcutt, &c. v. Calcutt	action
Grange	Bromley action & motn. for judgt.
65 Smith	Jones action
In re Williams / Williams	White action
Reneau	Mundy actn. & motn. for judgt.
In re Wood / Attorney-Gen.	Anderson action
Reid	Reid action (not before July 1)
70 Moon	Gregory action
In re Coundley / Coundley	Silk action
Incandescent Gas Light Co. ld. v. Hutter	action
Trotter	McCarthy action & motn. for judgt. (short)
Filby	Hounsell action
75 Bill	Beard action
Goodwin	Essex action
Evans	Priddy action
Stapleton	Lyles action
Deutsch	Cohen action
80 Fairhead	Richardson action
Booth	Ashton action
Caldwell	Hydro-Oxy. Gas Patent Proprietary ld. action
Symons	Wood action (pleading to be delivered)
Hargreaves	Nat. Oyster & Lobster Culture Co. action
85 In re Gordon / Durig	Fitzpatrick action (set down by Deft. Fitzpatrick)
In re J. W. Taylor's Patent, No. 6,538 of 1894, &c.	petn. ordered to go into Witness List
The Incandescent Gas Light Co. ld. v. Shepherd	action
Woodhams	Hobbs action
Mosenthal	New Gordon Diamond Mining Co. ld. action
90 Attorney-Gen.	Byford action
In re Crawshaw / Crawshaw	Crawshaw fur. con.
Reneau	Addington
Hare	Reneau action & counter-claim (transferred from Chitty J. by order)
93 Viscount Hood	Addington (transferred from Chitty J. by order)

SUMMARY OF CHANCERY CAUSE LIST.

1.—Mr. Justice Chitty—*Witness Actions*	59	
Non-Witness Actions, including Summonses	82	
Further Considerations	7	
		— 148
2.—Mr. Justice North—*Witness Actions*	66	
Non-Witness Actions	6	
Adjourned Summonses	24	
Further Considerations	7	
		— 103
3.—Mr. Justice Stirling—*Witness Actions*	83	
Non-Witness Actions, including Summonses	31	
Further Considerations	3	
		— 117
4.—Mr. Justice Kekewich—*Witness Actions*	56	
Non-Witness Actions	2	
Adjourned Summonses	23	
Further Considerations	3	
		— 84
Carried forward		452

Digitized by Google

5.—Mr. Justice ROMER—*Witness Actions:*	Brought forward	452
Actions Transferred	93	
	—	93
Total Causes and Matters for Hearing in the Chancery Division		**545**

N.B.—In addition to the above Actions and matters for trial or hearing, the following Companies (Winding up) matters stand for hearing before Mr. Justice VAUGHAN WILLIAMS, *sitting as an additional Judge of the Chancery Division:—*

Petitions, Companies (Winding up)	25
Petitions, Chancery Division	5
Court Summonses, Companies (Winding up)	9
Court Summonses, Chancery Division	5
Motions, Companies (Winding up)	9
Motions, Chancery Division	2
	55

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

SPECIAL PAPER.

FOR ARGUMENT.

1 In re an Arbtn. between The Trustees of the Ipswich & Stowmarket Navigation and The East Suffolk County Council (part heard before Baron Pollock & Mr. Justice Kennedy, April 28, 1896).
2 District Council of Barton Regis Union v. Stevens & anr. (part heard before Baron Pollock and Mr. Justice Kennedy, May 21, 1896).
3 In re an Arbtn. between Houston & Co. and The Standard Steamship Owners' Protection, &c. Assoc. ld. (case to be re-stated).
4 International Bank of London ld. v. Keane.
5 The Board of Trade v. The Guarantee Soc.
6 Younghusband v. Metropolitan District Ry Co.

OPPOSED MOTIONS.

FOR ARGUMENT.

1 In re a Solicitor. Expte. Incorporated Law Soc. (part heard before Baron Pollock & Mr. Justice Day, April 23, 1896)
2 In re Manghan & Hall. Expte. Maughan & anr. (s.o. for further report)
3 In re a Solicitor. Expte. Incorporated Law Soc. (s.o. June 30)
4 Hockley v. Ansah (Regan, garnishee)
5 Grey v. Radclyffe & Wife
6 In re a Solicitor. Expte. Ellis (s.o. for report of Incorporated Law Soc.)
7 Grantham & Sons v. Schreiber
8 Batchelor & anr. v. Urban Council for the District of Margam
9 In re a Solicitor. Expte. Incorporated Law Soc.
10 In re Same. Expte. Same
11 Hill-Kennedy v. Hess & ors.
12 Sibleley v. London Hygienic Ice Co. ld.
13 In re an Arbtn. between Frederick Williams & Richard Eustace
14 Bryant v. Dawson & ors.
15 In re an Arbtn. between Kenny, Mahon & Co. and Ernest Bigland & Co.

CROWN PAPER.

FOR JUDGMENT.

London. The Queen v. Vestry of St. Mathew, Bethnal Green (expte. London School Board) Nisi for mandamus (argued April 27, coram Lord Russell, L.C.J. and Wright, J.)
Northumberland. The Queen v. Tynemouth Rural District Council (expte. Lord Hastings) Nisi for mandamus (argued May 11, coram Lord Russell, L.C.J., and Wills, J.).
Lancashire, Liverpool. Holland & Co. v. Pritchard & ors. County Court. Plaintiffs' appeal (argued May 13, coram Lord Russell, L.C.J. and Wills, J.).
Sussex, Lewes and Eastbourne. The Mayor, &c. of Eastbourne v. Bradford County Court. Defendant's appeal (argued May 15, coram Lord Russell, L.C.J. and Wills, J.).
Staffordshire, Newcastle-under-Lyme. Carter and 59 ors. v. Rigby & Co. County Court. Defendants' appeal (argued April 23, coram Lord Russell, L.C.J. and Wright, J.).

FOR ARGUMENT.

1 London. The Queen v. Lee & anr. JJ., and The Guardians, St. Mary, Islington, (expte. Edmonton Union) Nisi for certiorari for orders.
2 Warwickshire. The Queen v. Lord Leigh & ors. (expte. Sanderson) Nisi for mandamus to pay pension to Kinchant, late Chief Constable.
3 Devonshire. Tomlin v. Olver Magistrate's case.
4 Yorkshire, W. R. The Queen v. H. H. Judge Gates & Jackson (expte. Mawson Bros). Nisi to hear action.
5 Warwickshire, Birmingham. Heath v. Birmingham & District Omnibus Co. County Court. Plaintiff's appeal.
6 Swansea. Doherty v. Williams Magistrate's case.
7 Carnarvonshire, Carnarvon. Jones v. Chamberlain & anr. County Court. Defendant Roberts' appeal.
8 Middlesex, Bloomsbury. Kearley v. Marshall County Court. Plaintiff's appeal.
9 Glamorganshire, Swansea. Pain & anr. (trading, &c.) v. Bowden County Court. Plaintiffs' appeal.
10 London. Middlesex County Council v. St. George's Union Quarter Sessions. Special case. Valuation Metropolis Act, 1869, 32 & 33 Vic., cap. 67, sec. 40.
11 Surrey. Martin v. Alder Magistrate's case.
12 Durham. Johnson v. Richardson Magistrate's case.
13 Gloucestershire. The Queen v. J. Waddingham, Esq., & ors., Jj., &c. and Tustin (expte. Stephens) Nisi to state case.
14 London. D'Errico (trading, &c.) v. Samuel & anr. County Court. Plaintiff's appeal.
15 Wiltshire. Smith v. Webb Magistrate's case.
16 Somersetshire. Williams v. Groves Magistrate's case.
17 Met. Pol. Dist. Bradford v. May & anr. Magistrate's case.
18 Tunbridge Wells. Mellor v. Warden & anr. Magistrate's case.
19 Yorkshire, W. R. The Queen v. West Riding of Yorkshire County Council (expte. Ritchie) Nisi for mandamus to hear application for theatre licence.
20 London. V. V. Bread Co. v. Stubbs Magistrate's case.
21 Carmarthenshire. The Queen v. H.H. Judge of County Court of Carmarthen and Evans (expte. Bishop) Nisi to enter judgment.
22 Surrey, Wandsworth. Anderson v. London & Provincial Steam Laundry Co. County Court. Plaintiff's appeal.
23 Lancashire, Blackburn. Brown v. Lewis & ors. County Court. Defendants' appeal.
24 Middlesex, Shoreditch. Walker v. London General Omnibus Co. County Court. Defendants' appeal.
25 Derbyshire, Chesterfield. Marklow v. Hardwick Colliery Co. County Court. Plaintiff's appeal.
26 Essex, Colchester. De Maid v. De Maid County Court. Defendant's appeal.
27 Middlesex, Brompton. Vestry of Hammersmith v. Lowenfeld County Court. Plaintiffs' appeal.
28 Wiltshire, Salisbury. Walker v. British & Colonial Meat Co. County Court. Plaintiff's appeal.
29 Warwickshire, Birmingham. Bradley & anr. v. Mutlow County Court. Defendant's appeal.
30 Yorkshire, Kingston-upon-Hull. The North Eastern Ry. Co. v. Brunton & Son County Court. Defendants' appeal.
31 Kent. Kent County Council v. The Right Hon. Lord Gerard Quarter Sessions. Special case.
32 London. The Queen v. Sinclair & anr., Jj., &c. and London Exhibition Co. (expte. Fulham Overseers). Nisi for distress warrant for rates.
33 Met. Pol. Dist. London County Council v. Savoy Hotel Magistrate's case.
34 London. Lake v. Batt & Co. Mayor's Court. Appeal.
35 Middlesex, Marylebone. Morris v. Vestry of Paddington County Court. Defendants' appeal.
36 Plymouth. Axminster Union v. Guardians of Plymouth Quarter Sessions. Special case.
37 Lincolnshire, Spalding. Brown v. Cock (Kingston & anr., garnishees) County Court. Garnishees' appeal.
38 London. The Queen v. Jj. of London (expte. Edmonton Union) Nisi for mandamus to hear appeal.
39 Carnarvonshire. Roberts v. Roberts Magistrate's case.
40 Surrey, Chertsey. Gumm v. Holder County Court Defendant's appeal.
41 Middlesex, Westminster. Stibbard v. Faulkner County Court. Defendant's appeal.
42 Somersetshire. Keynsham Rural District Council v. Constable Magistrate's case.
43 Glamorganshire, Aberdare. Lewis & anr. v. Davies & anr. County Court. Defendant Wm. Davies's appeal.
44 Newport, Isle of Wight. Crabtree v. Bulman Magistrate's case.
45 London. Wihtolin v. Continental Bottle Co. County Court. Defendants' appeal.
46 Yorkshire, Leeds. Smith v. Gill (formerly trading, &c.) County Court. Defendant's appeal.
47 Middlesex, Marylebone. Gibb v. Lindow & anr. County Court. Defendant Lewis's appeal.
48 Middlesex, Edmonton. Pickering v. Wood Green & Hornsey Laundry County Court. Plaintiff's appeal.
49 Berkshire, Reading. Hill & Sherwin v. Mountford County Court. Defendant's appeal.
50 Worcestershire. The Queen v. The Upper Stour Valley Main Sewerage Board (expte. Hood Barrs) Nisi for mandamus to compensate sequestrators of estate of Mrs. Cathcart.
51 Essex. Rogers v. Hull Magistrate's case.
52 Middlesex, Westminster. Pharmaceutical Society of Great Britain v. Fox County Court. Defendant's appeal.
53 Kent. Beckenham Urban District Council v. Wood & Wootton Magistrate's case.
54 Jarrow. McInany v. Hildreth Magistrate's case.
55 Lincolnshire, Great Grimsby. Louth Rural District Council v. West County Court. Plaintiffs' appeal.
56 Salford. Brindley v. Fletcher Hundred Court. Plaintiff's appeal.
57 London. Webb v. Marie Rose Gold Mining Co. Magistrate's case.
58 Cheshire, Nantwich & Crewe. Yearsley v. Wood & Son County Court. Plaintiff's appeal.
59 London. Gill v. Great Eastern Ry. Co. County Court. Plaintiff's appeal.
60 Essex. Pearce v. Bunting Magistrate's case.
61 Lancashire. The Queen v. Gibbons, Esq. & ors., JJ., &c. and Birkdale Urban District Council

Digitized by Google

(expte. Mayor, &c. of Southport) Nisi for prohibition.
62 Pembrokeshire, Pembroke Docks. White & anr. v. Cullwick County Court. Defendant's appeal.
63 Middlesex, Bow. Crawley v. McGregor, Gow & Co. County Court. Plaintiff's appeal.

REVENUE PAPER.

FOR JUDGMENT.

Attorney-Gen. v. Baron Wolverton (c.a.v. May 13)
The Chicago Railway Terminal Elevator Co. Ld. and The Commrs. of Inland Revenue (c.a.v. May 19)

FOR HEARING.

CAUSES BY ENGLISH INFORMATION.

1 Attorney-Gen. v. The Verderers of the New Forest & ors. part heard.
2 Attorney-Gen. v. Newcomen (since dec.) and ors. part heard.
3 Attorney-Gen. v. Earl of Carlisle & ors.

DIVISIONAL LIST.—SUMMARY.

Special Paper	6
Opposed Motions	15
Crown Paper	63
Revenue	3
Total	87

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1896.

APPEALS AND MOTIONS IN BANKRUPTCY.

APPEALS for hearing before a DIVISIONAL COURT Sitting in Bankruptcy, from County Courts, pending May, 1896.

In re Dagnall Expte. Soan v. Morley
In re Daniel Expte. Barfoot
In re Newton Expte. Collins
4 In re Brown Expte. Same

MOTIONS in BANKRUPTCY for hearing before Mr. Justice VAUGHAN WILLIAMS, pending May, 1896.

In re Myers Expte. Official Receiver v. Myers
In re Cogden Expte. Light v. Percy
In re Gallard Expte. Gallard, H.
In re Pennal Expte. O. Berry v. Boyd & Co.
5 In re Bottomley Expte. Smith v. Haydon
In re Simpson Expte. Farmer v. Tanner
In re Des Clayes Expte. Mease v. Pannell
In re Tetley Expte. Jeffrey v. Tetley & ors.
In re Alexander Expte. Ford v. Robertson
10 In re Linton Expte. Debtor & Wife v. Brown, Janson & Co.
In re Same Expte. Same v. Walpole & ors.
In re Montague Expte. Ward v. L. & S. W. Bank & ors.
In re Same Expte. Same v. Same & ors.
In re Day and Young Expte. Friend v. Boulton
15 In re Linton Expte. Debtor & Wife v. Janson, Cobb, Pearson & Co.

MATTERS IN BANKRUPTCY.—Total Appeals and Motions .. .. 19.

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

ADMIRALTY.—TRINITY SITTINGS, 1896.

ACTIONS FOR TRIAL.

Ship "ABCHURCH"
" "A. J. BALFOUR"
" "ANNIE"
" "ANN WEBSTER"
5 " "BISHOPSGATE"
" "CASSEL"
" "CHATSWORTH"
" "CITY OF BANGOR"
" "COLOMBA"
10 " "CRAIGEARN"
" "CRATHIE"
" "DARBY"
" "DEERHILL"
" "EASTBOURNE"
15 " "ELBE"
" "ELGEN"
" "ENGINEER"
" "FALCON"
" "G. E. WOOD"
20 " "GULF OF BOTHINA"
" "HOLMSIDE"
" "IDLEWILD"
" "JAMES LIVESEY"
Ship "JANETA"
25 " "JOHN BYNG"
" "JOHN O. SCOTT"
" "LEONORA"
" "LICATA"
" "LINDENFELS"
30 " "LORNA DOONE"
" "MADRID"
" "MARIA"
" "MARIPOSA"
" "MILLICENT"
35 " "MONTE ROSA"
" "NELLIE"
" "ORELLANA"
" "PACIFIC"
" "QUARTA"
40 " "SIBERIAN"
" "SPEEDWELL"
" "SPIRIT OF THE MORNING"
" "STARLING"
" "TOWER HILL"
45 " "URBINO"
" "VILLE DE ROUEN"

SUMMARY.—Actions for Trial . . . 46; Appeals to Divisional Court . . . 0—Total 46

MEMORANDUM.—No complete List of Actions to be tried in this Division during Trinity Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

Digitized by Google

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at TRINITY SITTINGS, 1896.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplementa Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		PART-HEARD CAUSES. *Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.*			
1	D.	Tomlin *v.* Tomlin & Dixon	Cannon & Palmer.		
2	D.	Healey *v.* Healey & Sirett	Bordman & Co.		
3	D.	Nokes *v.* Nokes & Golding	T. H. Philpots.		
4	D.	Cracknell *v.* Cracknell & Riley	In Person.	Maynard & Son.	
5	D.	Bourne *v.* Bourne & Spreng	Huxham & Rawlinson.		
6	D.	Plowden *v.* Plowden & Echersley	Holdsworth & Payne.		
7	D.	Seekins *v.* Seekins & Adams	H. Kerby	F. Hatton.	
8	D.	Greaves *v.* Greaves	Warriner & Co.		
		BEFORE THE COURT ITSELF—UNDEFENDED DIVORCE.			
1	D.	Eden *v.* Eden & Mesureur	H. T. Perkins	Wilson, Wallis & Co.	Wilson, Wallis & Co.
2	D.	Dutton *v.* Dutton & Webber	Ford & Ford.		
3	D.	Macklin *v.* Macklin & Abrahamson	H. Sydney.		
4	D.	Rowlands *v.* Rowlands	Lloyd, George & Co.	R. Jenkins.	
5	J.S.	Master *v.* Master	Miller, Smith & Bell	E. T. Moran.	
6	D.	Dalling *v.* Dalling	Smith & Gofton.		
7	D.	Moors *v.* Moors & Stein	J. Tyrell.		
8	D.	Hawke *v.* Hawke	Clarke & Blundell.		
9	D.	Fraser *v.* Fraser & Campbell	M. Nordon.		
10	D.	Dutton *v.* Dutton	Williamson, Hill & Co.		
11	D.	Nichols *v.* Nichols	Newton & Co.		
12	D.	Milnthorp (by her guardian) *v.* Milnthorp	Bridges, Sawtell & Co.		
13	D.	Richards *v.* Richards & Pocock	Prideaux & Sons.		
14	D.	Colwell *v.* Colwell	H. L. Lilley.		
15	N.	Garnett orse. Richardson *v.* Garnett (in camerâ)	T. R. Kent	C. H. B. Ince.	
16	D.	Toye *v.* Toye	A. Wade	In Person.	
17	D.	Mulberry *v.* Mulberry, Warner & Moray	J. Sykes		Moray in Person.
18	R.C.R.	Murphy *v.* Murphy	T. D. Dutton.		
19	D.	Borham *v.* Borham & Anthony	H. Pierron.		
20	D.	Whitelegge *v.* Whitelegge & Spavin	W. H. Herbert.		
21	D.	Russell *v.* Russell & Norris	Ford & Ford.		
22	D.	Pizzala *v.* Pizzala	Drake, Son & Parton		
23	D.	Wass *v.* Wass	Field, Roscoe & Co.		
24	D.	Cross *v.* Cross	Hamlin & Co.		
25	D.	Leman *v.* Leman	Kisch, Wake & Wild.		
26	D.	Davey *v.* Davey	Wood, Bigg & Nash.		
27	D.	Tonkin *v.* Tonkin	Robbins, Billing & Co.		
28	D.	Wilson *v.* Wilson & Furresdon	H. H. Wells & Son		
29	J.S.	Rudd *v.* Rudd	Pyke & Parrott		
30	D.	Pankhurst *v.* Pankhurst, May & Brooks	F. Marriott & Co.		
31	D.	Cork *v.* Cork & Marshall	Speechly & Co.		
32	D.	Dixon *v.* Dixon	W. Sparks.		
33	D.	Sullivan *v.* Sullivan & Harris	Ford & Ford		

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
34	D.	Morson v. Morson & Shalders	F. Kent & Co.		
35	D.	Hills v. Hills & Spratt	In Person	C. W. V. Stewart.	
36	D.	James v. James	Emmet & Co.		
37	D.	Reeks v. Reeks & Ruttonjee	Indermaur & Brown.		
38	D.	Plowman v. Plowman & North	Young & Son.		
39	D.	Lewis v. Lewis	F. Osbaldeston	Osborne & Osborne.	
40	D.	Hitt v. Hitt & Brier	Collyer-Bristow & Co.		
41	D.	Clay v. Clay	Walker & Rowe.		
42	D.	Holley v. Holley & Devine	J. C. Scard.		
43	D.	Davis v. Davis & Kenyon	T. R. B. Apps	Howard & Fenner	Howard & Fenner.
44	D.	Brett v. Brett	Patersons, Snow & Co.		
45	N.	Bunce orse. Gee v. Bunce (in camerâ)	Kemble & Co.	Rooke & Sons.	
46	D.	Fall v. Fall & Jolley	Rowcliffes & Co.		
47	D.	Ellis v. Ellis & Hitchins	J. A. Bartrum		Rowcliffes & Co.
48	D.	Stammers v. Stammers & Atherton	J. T. Southgate.		
49	D.	Reckless v. Reckless	Minshalls	E. F. Fox.	
50	D.	Fothergill v. Fothergill	Hind & Robinson	W. Fisher.	
51	D.	Bush v. Bush	Sedgwick & Sharman.		
52	D.	Glass (by her guardian) v. Glass	Sedgwick & Sharman.		
53	D.	Oliver v. Oliver & Truter	Ruston, Clark & Ruston.		
54	D.	Collingwood v. Collingwood	G. D. Freeman.		
55	D.	Miles v. Miles & Smith	W. L. Cooper.		
56	D.	Dean v. Dean	In Person.		
57	D.	Bates v. Bates	Seeley & Son.		
58	D.	Mindenhall v. Mindenhall & Cornwell	C. H. Salmon.		
59	D.	Green v. Green & Hale	E. Robins.		
60	D.	Bishop v. Bishop	May, Sykes & Co.		
61	D.	Fox v. Fox	R. White.		
62	D.	Weston v. Weston & Carlton	Clinton & Co.		
63	D.	Ffolliott v. Ffolliott	Dod, Longstaffe & Co.		
64	D.	Symons v. Symons	Mann & Crisp.		
65	D.	Lee v. Lee	Guedalla & Cross	Lumley & Lumley.	
66	D.	Stevenson v. Stevenson (in camerâ)	M. H. Leverton.		
67	N.	Von Zedlitz v. Von Zedlitz orse. Beattie Kingston	Edmonds & Turner.		
68	D.	Thrupp v. Thrupp	Lewis & Lewis	Yeo & Co.	
69		Tow v. Tow & Tarry	Philps & Wallace.		
70		Wilson v. Wilson & Porter	Wilson, Wallis & Co.		

And a Supplemental List after Special Juries.

COMMON JURIES.

1	D.	Burnup v. Burnup	Dixon, Weld & Dixon	Campbell, Reeves & Co.	
2	D.	Langhorn v. Langhorn & Doyle (Queen's Proctor shewing cause).	Pitchforth, King & Heelis.		
3	P.	In the Goods of J. Hickman, dec. Hickman v. Smith	C. Robinson & Co	Robins, Billing & Co.	
4	D.	Wainwright v. Wainwright & Carr	Turner, Smith & Co.		
5	D.	Wakefield v. Wakefield & King	Clinton & Co.	W. J. H. Bull.	
6	J.S.	Nicolson v. Nicolson	Preston, How & Co.	Beale & Co.	
7	D.	Barnes v. Barnes & Farrell	Speechly, Mumford & Co.	W. K. Walter.	
8	D.	Ashwell v. Ashwell & Armitage	Harman, Ward & Collier.		Rowcliffes.
9	P.	In the Goods of Driver. Driver v. Driver	G. Booth	W. H. Winterbotham. J. J. G. Pugh.	
10	P.	In the Goods of R. N. Kemp, dec. Kemp v. Store	Banes	Keene, Marsland & Co.	
11	D.	Organ v. Organ & Pearce	Darley & Cumberland	Ford & Ford.	
12	P.	In the Goods of Noakes, dec. Ransom & anr. v. Helyer & anr.	Kingsford, Dorman & Co.	Dawes & Son.	
13	D.	Cowans v. Cowans	Tyrell, Lewis & Co.	Pennington & Son.	
14	P.	In the Goods of Beal, dec. Powell v. Barrett	T. A. Jones.		
15	P.	In the Goods of Wilkinson, dec. Bannister v. Smith	H. P. Scatliff	R. H. Wood.	
16	R.C.R.	Butterworth v. Butterworth	Colyer & Colyer	G. H. Steinberg.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
17	D.	Faulkner v. Faulkner & Haynes	H. E. Herman	R. Charles.	
18	D.	Wells v. Wells, Duckar and Kaufmann	Philip Upton.	C. W. V. Stewart.	
19	P.	In the Goods of Peppiatt. Kennedy v. Peppiatt	W. B. Glasier	Solomon Myers.	
20	D.	Brown v. Brown & Elsegood	Robins, Billing & Co.	Marriott & Condor	Marriott & Condor.

BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.

No.		NAME OF CAUSE.	Plaintiff's.	Defendant's.	Co-Respondent's.
1	J.S.	Young v. Young	Lewis & Lewis	H. A. Farman.	
2	D.	Turnpenny v. Turnpenny	Willie Shore	W. J. Collens.	
3	D.	Winchcomb v. Winchcomb & Eatwell	Tarry, Sherlock & Co.	A. E. Copp.	
4	D.	Samuel v. Samuel, Briscoe & Barrow and ors.	F. Venn & Co.	W. N. Ellen	Ever & Neave *for* Briscoe. Stibbard & Gibson *for* Barrow.
5	P.	In the Goods of Henry Gresham, dec. Woods v. Harrison	Clinton & Co.	F. Hatton.	
6	J.S.	Mackay v. Mackay	J. G. Metcalfe	G. B. Wheeler.	
7	D.	Tinker v. Tinker	Crowders & Vizard	Ayrton & Biscoe.	
8	D.	Bass v. Bass & Houchin	A. T. Margetts	In Person.	
9	J.S.	Ryder v. Ryder	Ayrton & Biscoe	In Person.	
10	P.	In the Goods of Michell, dec. Michell v. Frere	Crosse & Sons	Cattarns, Jehu & Co.	
11	D.	Johnson v. Johnson	Holmes Moss.	C. Scard	
12	P.	In the Goods of Reeve, dec. Hope v. Thomas	Satchell & Chapple	Busk & Mellor.	
13	I.	Dunster v. Dunster	R. F. Clarke	Blyth, Dutton & Co.	
14	P.	In the Goods of Trundell, dec. Trundell & anr. v. Trundell	S. Evans	A Pope.	
15	R.C.R.	Walker v. Walker.	Lumley & Lumley	Rowcliffes & Co.	
16	N.	Firth v. Firth orse. Pashley	Van Sandau & Co.	Arcoll & Co.	
17	J.S.	Moss v. Moss	Kingsbury & Co.	Hickling & Co.	
18	P.	In the Goods of Jones, dec. Williams v. Pritchard	T. L. Yates	Jacques & Co.	
19	P.	In the Goods of Hardy, dec. Frost v. Taylor & ors.	Bower & Co.	Rowcliffes & Co. Bridges & Co. Cree & Son. Horn & Co.	
20	D.	Chapman v. Chapman	Collyer-Bristow & Co.	Sole, Turner & Co.	
21	D.	Poole v. Poole & Charlton (Queen's Proctor showing cause).	In Person.		
22	P.	In the Goods of Smith, dec. Oxenbould v. Smith	R. Smith & Co.	Burton & Co.	
23	P.	In the Goods of Wake, dec. Wake v. Anderson & anr.	Bell, Brodrick & Co.	Ullithorne & Co.	
24	J.S.	Shaw v. Shaw	Waddy & Co.	Johnson, Weatherall & Co.	
25	D.	Smith Hughes v. Smith Hughes	Prior & Co.	R. White.	
26	P.	In the Goods of Beswick, dec. Myers v. Darley	Iliffe, Henley & Co.	Mear & Fowler.	
27	J.S.	Scorza v. Scorza	P. Braby	Bolton & Co.	
28	P.	In the Goods of Bennett, dec. Vesey v. Slater	Murray, Hutchings & Co.		
29	D.	Stock v. Stock	Hill & Co.	Gibbs & Co.	
30	D.	Maggs v. Maggs & Creedy (Queen's Proctor showing cause).	Shaen & Co.		
31	D.	May v. May, Symonds & Fletcher	H. C. Hardy	E. Swain.	
32	P.	In the Goods of Reeve, dec. Hope v. Thomas	Satchell & Chapple	Busk & Mellor.	
33	P.	In the Goods of Tozer Westminster Hospital v. Tozer Perowne & Budd (Interveners)	Trollope & Winckworth	Lee & Pemberton. Druces & Attlee.	
34	R.C.R.	Ellis v. Ellis	A. S. C. Doyle	Busk & Co.	
35	D.	Hanbury v. Hanbury	W. Hicks	In Person.	
36	J.S.	Sandoe v. Sandoe	Bird, Moore & Strode	Hamlin, Grammer & Hamlin.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
37	D.	Sympson v. Sympson, Piller and Maygrove	Pownall & Co.	Collyer-Bristow	A. A. Nowell for Maygrove.
38	P.	In the Goods of Clench, dec. Clench v. Pigott	Morse, Hewitt & Farman	Pettiver & Pearkes.	
39	J.S.	Knowles v. Knowles	Fraser & Christian	B. T. Storr.	
40	D.	Bonus orse. Taylor v. Bonus orse. Taylor	Firth & Co.	Smith & Gofton.	
41	P.	In the Goods of Waller, dec. Tingey v. Addison	Walker, Sons & Field.		
42	D.	Connell v. Connell & Stinton	C. P. Deane	Lloyd, Humphrys & Wade.	
43	D.	Williams v. Williams & Myburgh (before the President, 3rd June)	Murray, Hutchins & Co.		Layard, Clowes & Co.
44	N.	Stevens v. Stevens orse. Kirby (in camerâ)	Toy & Co.	Hughes, Hooker & Co.	
45	P.	In the Goods of Rowland, dec. Currie v. Taylor	Watson, Sons & Room	Prior, Church & Adams.	
46	P.	In the Goods of Hope, dec. Hope v. Peel	T. E. Peet	A. Toovey.	
47	D.	Gifford v. Gifford & Grant	Clarke & Symes	Michael Abrahams, Sons & Co.	
48	D.	Robins v. Robins & Ferne	Wainwright & Co.	W. Nutt	In Person.
49	P.	In the Goods of Abbiss, dec. Jones v. Abbiss	Wainwright & Co.	Greene & Underhill.	
50	P.	In the Goods of Hill, dec. Hill v. Clark	Guscotte, Wadham & Bradbury.	Indermaur & Brown.	
51	P.	In the Goods of Adams, dec. Sargeant v. Thacker	Whites & Co.	Day, Russell & Co.	
52	D.	Andrew v. Andrew & Batten	Meredith, Roberts & Mills.	Ford & Ford.	
53	J.S.	Ainsworth v. Ainsworth	A. B. Chubb	Sharpe, Parker & Co.	
54	D.	Ramsay v. Ramsay & Schlunnager	West, King, Adams & Co.	Shaen, Rouse & Co.	Shaen, Rouse & Co.
55	A.	Christian v. Christian	Lawrence & Son	G. G. Leader.	
56	D.	Askew v. Askew & Barrett	Mellor, Smith & May	Kime & Hammond	Kime & Hammond.
57	P.	In the Goods of Coutts, dec. A'Court v. Coutts	Marchant, Benwell & Marchant.	Sandom, Kersey & Knight.	
58	P.	In the Goods of West Joscelyne & anr. v. West	E. Bromley	In Person.	
59	P.	In the Goods of Redwood, dec. Kelley v. Rooney	Pitman & Sons.		
60	P.	In the Goods of Cassidy, dec. Cay v. Pyke	A. A. Nowell	Iliffe, Henley & Sweet.	
61	P.	In the Goods of Crafts, dec. Furnival & anr. v. Wilson & ors.	Norris, Allens & Chapman.	F. Duke.	
62	P.	In the Goods of Garner, dec. Race v. Garner	Howard & Atherton	French & Co.	
63	D.	Lewis v. Lewis & Taylor	Schulz & Son	Bower & Cotton.	
64	P.	In the Goods of Thompson, dec. Dunn v. Dakin	Lee, Ockerby & Everington.	C. B. Ward.	
65	P.	In the Goods of Beresford, dec. Beresford v. Beresford	Andrew Wood & Co.	L. Kirkham.	
66	D.	Rowley v. Rowley	H. Ikin	W. H. Armstrong.	
67	P.	In the Goods of Armstrong, dec. Simons v. Lamb	Darley & Cumberland	Lake & Lake.	
68	J.S.	Glendening v. Glendening	Martineau & Reid	Cohen & Cohen.	
69	J.S.	Judkins v. Judkins	H. B. Wade	Arnold, Williams & Co.	
70	P.	In the Goods of Chick, dec. Wall v. Nantes	Barlow & James	Surr, Gribble & Co.	
71	J.S.	Tucker v. Tucker	P. Nicholls	Speechley & Co.	
72	D.	Sneth v. Sneth	Routh, Stacey & Co.		
73	D.	Bambury v. Bambury	C. H. Salmon	Storey & Co.	
74	P.	In the Goods of Purdy, dec. Procter v. Purdy	Bell, Broderick & Gray.	Cartwright & Cunningham. Hamlin & Co. Griffiths & Gardner.	

And a Supplemental List after Special Juries. See Term Card.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		SPECIAL JURIES.			
1	P.	In the Goods of Cutler. Burnie v. Cutler	Bonner, Thompson & Co.	Druces & Attlee.	
2	P.	In the Goods of Atkinson, dec. Atkinson v. Morris	A. Hunt	C. T. Wilkinson *for* J. C. Morris. J. W. Atkinson *for* W. H. Morris.	
3	P.	In the Goods of Jentle, dec. Jentle v. Perry	P. Barnett	H. Letts.	
4	D.	Ranken v. Ranken & Thornhill	Bower & Co.		
5	D.	Yarde-Buller v. Yarde-Buller	Guedella & Cross	E. J. Mote.	
6	D.	Haynes v. Haynes & Sheldon	Blachford & Co.	W. H. Smith & Son.	W. H. Smith & Son.
7	D.	Courtenay v. Courtenay, Dore, Watt and Robertshaw	Beyfus & Beyfus	Busk & Mellor	Dixon Warlow *for* Watt.
8	P.	In the Goods of Lee, dec. Lee v. Campbell	H. Seely	White, Borrett & Co.	
9	D.	Nix v. Nix & Green	Crossman & Prichard	F. Fitzpayne.	

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Undefended . . . 70; Common Juries . . . 20; Defended . . 74; Special Juries . . . 9.—Total . . . **173.**

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
1	J.S.	Gothard v. Gothard (order)	A. W. Thomas	Alfred R. Gery.	
	D.	Gothard v. Gothard & Wolf	Alfred R. Gery	A. W. Thomas	Hack & Morris.
2	D.	Greenwood v. Greenwood (commission)	S. G. Warner.		
3	J.S.	Adams v. Adams (defd. order)	C. Robinson & Co.	F. Freke Palmer.	
4	D.	Burrows v. Burrows & Normington (defd. order)	J. P. Chadwick	Andrew Wood & Co.	Andrew Wood & Co.
5	R.C.R.	Burley v. Burley (defd.) (stay secy.)	Crossman & Co.	A. C. Derham.	
6	D.	Swan v. Swan (stay secy.)	F. Deakin.	Smith & Co.	
7	D.	Jeffries v. Jeffries (defd. order)	Hicklin & Co.	A. G. Ditton.	
8	D.	Ford v. Ford & Zimelli (defd. order)	Montagu, Scott & Co.	Coode & Co.	
9	J.S.	Henry v. Henry (defd. order)	Fraser & Co.	R. B. Coe.	
10	D.	Thomas v. Thomas & Evans	C. Robinson & Co.	Wainwright & Co.	
11	D.	Pilling v. Pilling	L. Kirkman.		
12	J.S.	Henshaw v. Henshaw (undefd. order)	Bell & Co.	Arkcoll & Co.	
13	D.	Cowley v. Cowley & McCarthy (stay secy.)	V. Thomasset	Fielder & Co.	
14	J.S.	Grove v. Grove (defd. order)	W. T. Harvey	W. Smee.	
15	D.	Waddington v. Waddington (stay secy.) undefd.	E. Clarke	E. Shalless.	
16	D.	McLean v. McLean & Gardner C.J. (stay order)	S. P. Nash	Hughes & Co.	Hughes & Co.
17	D.	Juggins v. Juggins, Hughes & Potter C.J. (stay secy.)	Smith & Co.	Brownlow & Howe	Brownlow & Howe *for* Potter.
18	D.	Collick v. Collick & Phillips orse. Lewis C.J. (stay order)	Smiles & Co.	Riddell, Vaisey & Co.	Riddell, Vaisey & Co
19	J.S.	Phillips v. Phillips	T. Beard & Sons	L. Rawlins.	
20	R.C.R.	Noble v. Noble (stay secy.)	French & Lewis	Crowders & Vizard.	
21	D.	Frith v. Frith & Price (stay secy.)	C. L. W. Nicholson	C. W. V. Stewart.	
22	J.S.	Lardner v. Lardner	Futvoye & Co.	Flegg & Son.	
23	D.	Self v. Self	Hood Barrs & Co.		
24	D.	Alexander v. Alexander	Harris & Chitham.		
25	D.	Hogben v. Hogben & Lyons (stay secy.)	Wilkinson & Son.	C. W. V. Stewart.	
26	D.	Edwards v. Edwards & Corry (stay secy.)	Rudall, F. A.	Greenop & Sons	C. J. Brocklesby.
27	D.	Coutts v. Coutts & Kelly (stay secy.)	Dix & Warlow	Wontner & Sons.	
28	D.	Muldowney v. Muldowney (order)	Stoneham & Son	Saxelby & Faulkner.	
29	D.	Bicknell v. Bicknell & Foote (stay secy.)	Templeton & Co.	Preston & Co.	
30	D.	Rose v. Rose & White (stay secy.)	Ward, Perks & McKay.	P. J. Rutland	Vandam & Terry.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
31	D.	Parrock v. Parrock & Taylor . . . (order)	In Person	. . . . .	Maynard & Son.
32	J.S.	Rogers v. Rogers . . . . . (order)	Bolton & Co. . . .	Law & Worssam.	
33	D.	Smith v. Smith . . . . . (stay com.)	A. G. Ellis . . .	Marriott & Co.	
34	D.	Little v. Little . . . . . (order)	Church & Co.. . .	Talbot & Quayle.	
35	R.C.R.	Street v. Street . . . . . (order)	A. W. Mills . . .	Chamberlayne & Short.	
36	D.	Parker v. Parker & Lawrence.	Smiles & Co. . . .	Starling & Co.	
37	D.	Lowndes v. Lowndes & Scott . . . (order)	Field, Roscoe & Co. .	Rowcliffes & Co. R. White.	
38	D.	Dunn v. Dunn & Gee . . . (stay order)	Robert Jenkins . .	L. W. Byrne.	
39	D.	Bull v. Bull & Wilson . . . . (order)	Prior, Church & Adams.	Speechly, Mumford & Co.	Speechly, Mumford & Co.
40	D.	Wooding v. Wooding & Fensome	J. R. Ockleshaw-Johnson.	Neve & Beck.	
41	D.	Rothwell v. Rothwell & Jones	J. Hands	M. Nordon.	
42	D.	Patterson v. Patterson & Edmondson . . .	Wynne, Holme & Wynne.	Leggatt, Rubinstein & Co.	
43	D.	Tremlett v. Tremlett	J. Greenfield . . .	Osborn & Osborn.	
44		Keller v. Keller	Maynard & Son.		
45	D.	Arnold v. Arnold & Parr	Ford & Ford.		
46	J.S.	Hansen v. Hansen	Bell, Brodrick & Gray	Downing, Holman & Co.	
47	R.C.R.	Phillips v. Phillips	Forth & Co. . . .	T. Benham.	
48	D.	Brodrick v. Brodrick	Lumley & Lumley .	Robins, Billing & Co.	
49	D.	Bird v. Bird & Judkins	C. Robinson & Co. .	Lewis & Lewis . .	Lewis & Lewis.
50	D.	Moore v. Moore	G. & H. Brandon & Co.	Foster & Co.	
51	D.	Cooke v. Cooke & Hall	Meredith & Co. . .	Hamlin, Grammer & Co.	
52	D.	Coffin v. Coffin	In Person.		
53		Scott v. Scott	J. T. Rossiter . .	Prince & Plumridge.	
54	N.	Ward orse. Dormer v. Ward	Witham, Roskell & Co.	Few & Co.	
55	P.	In the Goods of Jacob Augustin Savage. Shrimpton v. Savage & ors.	Andrew, Wood & Co.	Marsdon, Hewitt & Urquhart.	
56		Potter v. Potter	Asprey & Harris . .	Smiles & Co.	
57	D.	Bale v. Bale & O'Gorman	J. A. Parkes . . .	W. H. Armstrong.	
58	D.	Court v. Court & Harris	E. Clark.		
59	D.	Brady v. Brady & Johnston	H. Happold.		
60	J.S.	Phillips v. Phillips	A. A. Cubison . .	Carr & Martin.	
61	J.S.	St. Ruth v. St. Ruth	Norris, Allens & Chapman.	Robins, Billing & Co.	
62	R.C.R.	Carter v. Carter	T. D. Dutton . . .	E. T. Ricketts.	
63	J.S.	Smith v. Smith	Stanley, Evans & Co.	W. P. Neal.	
64	D.	Willicombe v. Willicombe	F. F. Palmer . .	H. Pierson.	
65	D.	Cuff v. Cuff & Syed bin Inden	Turner, Son & Foley.		
66	D.	Maquin v. Maquin & Cole	Osborne & Osborne .	In Person.	

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.			APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday,	June	8	Mr. Beal	Mr. Godfrey	Mr. Jackson	Mr. Carrington	Mr. Rolt	Mr. Ward	Monday, June 8
Tuesday	,,	9	,, Pugh	,, Leach	,, Clowes	,, Lavie	,, Farmer	,, Pemberton	Tuesday ,, 9
Wednesday	,,	10	,, Beal	,, Godfrey	,, Jackson	,, Carrington	,, Rolt	,, Ward	Wednesday ,, 10
Thursday	,,	11	,, Pugh	,, Leach	,, Clowes	,, Lavie	,, Farmer	,, Pemberton	Thursday ,, 11
Friday	,,	12	,, Beal	,, Godfrey	,, Jackson	,, Carrington	,, Rolt	,, Ward	Friday ,, 12
Saturday	,,	13	,, Pugh	,, Leach	,, Clowes	,, Lavie	,, Farmer	,, Pemberton	Saturday ,, 13

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

Digitized by Google

RULES OF THE SUPREME COURT (MARCH), 1896.

The draft Rules published *ante* p. 87, were confirmed without alteration and dated May 13, 1896. They were signed by the following Judges and members of the Rule Committee—

HALSBURY, *C.*
RUSSELL OF KN., *C.J.*
EDWARD E. KAY, *L.J.*
F. H. JEUNE, *P.*
A. L. SMITH, *L.J.*
JOSEPH W. CHITTY, *J.*
ROBERT B. FINLAY.
HERBERT H. COZENS-HARDY.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Saturday, the 30th day of May, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1895—H.—No. 2114).

Between Willoughby Bathurst Hemans, Plaintiff, and Walter W Smith and Company, Limited, Defendants.

AND

Between William Colman, Plaintiff, and Walter W. Smith and Company, Limited (by order of Revivor), Defendants.

HALSBURY, *C.*

COUNCIL OF LEGAL EDUCATION.

LECTURES AND CLASSES.

W. B. Lindley, Esq., will act as deputy for John Gent, Esq., during this (Trinity) Term.

APPOINTMENT.

May 27. The Queen has been pleased to approve the appointment of Mr. Hungerford Tudor Boddam, of the Inner Temple, Barrister-at-Law, to be a Judge of the High Court of Judicature at Madras, in the place of Mr. George Arthur Parker, retired.

In preparation, Third Edition, revised to date. Demy 8vo., cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Demy 8vo., cloth, 10s. 6d.

TENEMENT HOUSES & FLATS (The Law Relating

to) for Residential or Business purposes, including the Taxation and Rating thereof. With an Appendix of Precedents of Leases, Forms, and a Digest of Cases relating to the Inhabited House Duty. By WALTER CLODE, Barrister-at-Law, of the Inner Temple Associate of the Surveyors' Institution, Author of "The Law and Practice of Petitions of Right."

"The growing habit of building monstrous houses, principally accessible only by means of lifts, has already had results conspicuous enough to justify the writing of a text-book on the legal rights and responsibilities of persons who have to deal with them. . . . The whole volume appears to have been written with the same learning and judgment which characterize his former book about 'petitions of right.'"—*Saturday Review.*

"The great increase in recent years in the number of residential flats . . . renders this book likely to be extremely useful."—*Law Times.*

"This is an interesting subject upon which Mr. Clode has written an interesting book. . . . The impulse which has been given recently to the building of flats in London and elsewhere increases the value of Mr. Clode's book, which will be found accurate and practical."—*Law Journal.*

"The increase in the number of residential buildings known popularly as 'flats,' makes the present time opportune for the publication of a legal work on this subject."—*Builder.*

LONDON: WILLIAM CLOWES & SONS, Limited, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Second Edition, thoroughly revised. Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends and the criticism of his reviewers by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new edition is up to date, and is altered to include the legislation of last session."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, June 15	Mr. Godfrey	Mr. Farmer	Mr. Lavie	Mr. Pugh	Mr. Pemberton	Mr. Clowes	Monday, June 15
Tuesday „ 16	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Tuesday „ 16
Wednesday „ 17	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Wednesday „ 17
Thursday „ 18	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Thursday „ 18
Friday „ 19	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Friday „ 19
Saturday „ 20	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Saturday „ 20

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

CIRCUITS OF THE JUDGES.

In addition to the Circuits already published (*ante*, p. 147) the following dates have been fixed:—

SUMMER ASSIZES, 1896.			OXFORD.
Commission Days.			*Hawkins J.* *Collins J.*
Tuesday	June	16	Reading
Thursday	„	18	.. ..
Friday	„	19	Oxford
Monday	„	22	.. ..
Tuesday	„	23	Worcester
Wednesday	„	24	.. ..
Thursday	„	25	.. ..
Friday	„	26	.. ..
Monday	„	29	Cheltenham
Thursday	July	2	.. ..
Friday	„	3	.. ..
Monday	„	6	Monmouth
Thursday	„	9	.. ..
Friday	„	10	Hereford,
Monday	„	13	.. ..
Tuesday	„	14	Shrewsbury

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 2nd day of June, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice KEKEWICH (1896—R.—No. 240).

In the Matter of the Richmond Collotype Printing Company, Limited.
Jack Sheridan Cowper *v.* The Richmond Collotype Printing Company, Limited.

HALSBURY, *C.*

COUNCIL OF LEGAL EDUCATION.

TRINITY HONOUR EXAMINATION, 1896.

EXAMINATION OF STUDENTS OF THE INNS OF COURT

Held at Lincoln's Inn, 18*th*, 19*th*, 20*th and* 21*st May*, 1896.

The COUNCIL OF LEGAL EDUCATION have awarded to

Maturin, Charles, Gray's Inn,
Aeq. { Hemmerde, Edward George, Inner Temple,
Smith, Frederick Edwin, Gray's Inn,
Certificates of Honour.

Aeq. { Harward, John Donaldson, Inner Temple,
Maturin, Charles, Gray's Inn,
The Special Prize of Fifty Pounds for the best Examination in Constitutional Law and Legal History.

Everitt, Arthur Francis Graham, Lincoln's Inn,
Lyhane, Cornelius, Middle Temple,
Procter, Harry, Lincoln's Inn,
Slater, John Arthur, Middle Temple.
Pass Certificates.

Lyhane, Cornelius, Middle Temple,
The "Campbell-Foster" Prize (Middle Temple).

Maturin, Charles, Gray's Inn.
The Barstow Law Scholarship.

N.B.—The Studentship was not awarded.

By Order of the Council,

(Signed) MACNAGHTEN,
Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,
2nd June, 1896.

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

TRINITY PASS EXAMINATION, 1896.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held at Lincoln's Inn, 18*th*, 19*th*, *and* 20*th May*, 1896.

The COUNCIL OF LEGAL EDUCATION have awarded to the following Students Certificates that they have satisfactorily passed a Public Examination :—

Barry, Arthur Joseph, Inner Temple,
Bateson, Edward, Lincoln's Inn,
Bell, John James, Inner Temple,
Bhojvani, Hashmatrai Alumal, Middle Temple,
Blakesley, Edmund Holmes, Lincoln's Inn,
Bois, Herbert Gordon, Middle Temple,
Burton, Percy Merceron, Inner Temple,
Cannon, Arthur James Horatio Dakeyne, Middle Temple,
Chand, Bakhshe Gokal, Gray's Inn,
Chandra, Partap Ram, Middle Temple,
Christie, James Archibald, Inner Temple,
Christopher, Sydney Albert, Lincoln's Inn,
Clair, Jean René Lucien, Middle Temple,
Cohen, Walter Samuel, Inner Temple,
Coleman, Bernard Leake, Middle Temple,
Coyle, William Thomas Patrick, Inner Temple,
Crookshank, Chichester, Gray's Inn,
Currey, Henry Latham, Inner Temple,
Daniell, Reginald Allen, Inner Temple,
Dantra, Rustom Sorab, Middle Temple,
Davis, Charles Nathaniel Tindale, Inner Temple,
De Carteret, Charles Edward Malet, Inner Temple,
Drake-Brockman, Henry Vernon, Lincoln's Inn.
Drury, Edward Herbert Merivale, Inner Temple,
Dummett, Robert Ernest, Gray's Inn,
Dutt, Harish Chauder, Inner Temple,
Earle, Samuel Robert, Middle Temple,
Elgee, Percival Charles, Inner Temple,
Ellis, Harold, Inner Temple,
Galbraith, William Lyle, Lincoln's Inn,
Haddan, Arthur Francis, Inner Temple,
Hazell, Edgar, Inner Temple,
Hibbert, William Nembhard, Middle Temple,
Higginson, Charles James, Inner Temple,
Hilliard, Edward, Inner Temple,
Ibrahim, Mohammed, Middle Temple,
Incledon-Webber, William Beare, Gray's Inn,
Jarratt, William Smith, Middle Temple,
Johnson, Stuart Henry James, Inner Temple,
Johnston, Harold Featherston, Lincoln's Inn,
Jones, Edward Herbert, Lincoln's Inn,
Jones, Ernest Yarrow, Inner Temple,
Kenny, William Joseph, Gray's Inn,
Khan, Mohamed Abdul Kadir, Middle Temple,
Koek, Gilbert Arnold, Middle Temple,
Larking, Alfred Charles, Middle Temple,
Longhurst, Harry Bollen, Middle Temple,
Mackinnon, Frank Douglas, Inner Temple,
MacLean, Allan, Inner Temple,
Marshall, Chapman Frederick Dendy, Inner Temple,
Martineau, Maurice Richard, Inner Temple,
Matthews, Joseph Bridges, Middle Temple,
Maughan, David, Lincoln's Inn,
Pieris, Paulus Edward, Inner Temple,
Powers, George Wightman, Lincoln's Inn,
Ray, Labhadaya Ram Mohun, Inner Temple,
Robinson, Oswald Richard, Inner Temple,
Roper-Caldbeck, William Caldbeck, Inner Temple,
Rostron, Laurence William Simpson, Inner Temple,
Sanger, Charles Percy, Inner Temple,
Sherring, Frank Brodie, Inner Temple,
Singh, Bawa Dhanwant, Lincoln's Inn,
Sykes, Francis Bernard, Gray's Inn,
Symonds, William North, Inner Temple,
Tyabji, Husain Budroodin, Middle Temple,
Walsh, John Patrick, Lincoln's Inn,
Warner, Hiram Wolcott, Lincoln's Inn,
Williams, William Llewelyn, Lincoln's Inn,
Willis, Archibald Alfred, Lincoln's Inn,

and

Willmore, John Selden, Inner Temple.

Examined, 118. Passed, 70.

NOTE.—Of the 48 Candidates who failed 9 were ordered not to be admitted for examination again until the Hilary Examination.

The following Students passed a satisfactory Examination in

Roman Law :—

Andrews, Henry Leonard Herbert, Middle Temple,
Aspinall, John Bridge, Middle Temple,
Atkins, Adams Robert Wallace, Lincoln's Inn,
Balkhi, Syed Zeauddin Ahmed, Lincoln's Inn,
Banerjee, Nalini Kanta, Inner Temple,
Beck, Arthur Cecil Tynell, Lincoln's Inn,
Bliss, Edward Church, Inner Temple,
Boggis-Rolfe, Douglass Horace, Middle Temple,
Castellain, Charles Edward Albrice, Inner Temple,
Clay, Ernest Charles, Lincoln's Inn,
Clover, Harry, Inner Temple,
Das, Bhupati Nath, Middle Temple,
Dass, Narayan, Lincoln's Inn,
Davies, Isaac Redwood, Inner Temple,
De Gannes, Charles Henry Joseph, Middle Temple,
Dixon, William Caleb, Lincoln's Inn,
Dodge, Walter Phelps, Middle Temple.
Greene, William Spencer Clayton, Middle Temple,
Greenwood, Ernest, Lincoln's Inn,
Griffith-Jones, John Stanley Phillips, Gray's-Inn,
Grimshaw, Herbert Churchill Wrigley, Inner Temple,
Hannah, Herbert Bruce, Inner Temple,
Hawley, Arthur, Inner Temple,
Henderson, Acheson Fitz Gerald, Inner Temple,
Hilditch, John Edgerley, Middle Temple,
Hinkson, Henry Albert, Inner Temple,
Howard, The Hon. Hubert George Lyulph, Inner Temple,
Juta, Carl Wilhelm Thalman Biccord, Inner Temple,
Khasgiwale, Jotirao Bhasker, Lincoln's Inn,
Love, Robert, Inner Temple,
Madelon, Louis Joseph, Gray's Inn,
Mahroof, Abdul Aadir, Lincoln's Inn,
Martineau, Cyril Edgar, Inner Temple,
Mawson, William Willmott, Inner Temple,
Mukerjee, Jogendra Nath, Lincoln's Inn,
Philipps, Francis Joseph, Middle Temple,
Pike, William Bennett, Inner Temple,
Rai, Dhanpat, Gray's Inn,
Ray, Robert Amyatt, Inner Temple,
Robertson, Robert Bannerman Fraser, Inner Temple,
Rogers, Walter, Inner Temple,
Roy, Sripati Charan, Lincoln's Inn,
Shearman-Turner, Percy, Inner Temple,
Shere, Syed Mohamed, Lincoln's Inn,
Southeard, William Rapsey, Lincoln's Inn,
Thompson, William, Middle Temple,
Toller, George Reginald, Inner Temple,

and

Wilks, John Jackson, Middle Temple.

Examined, 54. Passed, 48.

NOTE.—Of the 6 Candidates who failed, 3 were ordered not to be admitted for examination again until the Hilary Examination.

Digitized by Google

The following Students passed a satisfactory Examination in

Roman Law and Constitutional Law and Legal History:—

Andrews, Joseph Ormond, Inner Temple,
Davies, John Bowen, Middle Temple,
Eley, Charles Cuthbert, Inner Temple,
Gywe, Maung Tha, Gray's Inn,
Johns, John Francis, Middle Temple,
Rigg, Richard, Inner Temple,

and

Wadia, Hirjibhoy Hormusji, Gray's Inn.

Examined, 10. Passed, 7.

The following Students passed a satisfactory Examination in

Constitutional Law and Legal History:—

Baker, Maurice Mills, Inner Temple,
Baxter, Walter Herbert, Middle Temple,
Bhandari, Hans Raj, Gray's Inn,
Blackwood, Basil Ion Gawaine Temple, Inner Temple,
Brewer, Edward Williams Tom Llewelyn, Inner Temple,
Brittain, Henry Ernest, Inner Temple,
Bros, Henry Alwyn, Inner Temple,
Brough, Frank, Middle Temple,
Caine, William, Middle Temple,
Canney, Thomas Stanley Alfred, Inner Temple,
Corser, William Blacklock Haden, Inner Temple,
Coulter, George Gerald, Middle Temple,
Cronjé, Frederick Reinhardt, Middle Temple,
Dugdale, James Henry, Inner Temple,
Fenton, Thomas Charles, Middle Temple,
Gellibrand, Walter Tice, Inner Temple,
Ghosh, Augustin Stanislaus, Lincoln's Inn,
Gibbs, John Slater, Inner Temple,
Grant, Percy Richard, Inner Temple,
Gunther, John Theodor, Gray's Inn,
Haigh, Frank Lionel, Gray's Inn,
Henderson, John Macdonald, Gray's Inn,
Hopkins, Ernest Lewis, Gray's Inn,
Jain, Champat Rai, Lincoln's Inn,
Jephson, Henry William, Inner Temple,
Jones, Arthur Pateshall, Inner Temple,
Leach, Robert Alfred, Gray's Inn,
Leuchars, William Wood, Inner Temple,
Marsh, Harold Graham Clifton, Middle Temple,
Millar, James Duncan, Middle Temple,
Milton, Reginald Theodore Harvy, Inner Temple,
Morris, George Ernest, Inner Temple,
Nathan, Emile, Gray's Inn,
Nawab, Syed Ahmad, Lincoln's Inn,
Norvill, Frederic Harvey, Inner Temple,
Odgers, Charles Edwin, Middle Temple,
Purchas, Charles, Gray's Inn,
Richardson, George Beigh, Inner Temple,
Sadiq, Khugja Mohammad Gholam, Middle Temple,
Sims, Arthur, Middle Temple,
Singh, Balwant, Lincoln's Inn,
Steele, Henry William, Inner Temple,
Venables, Gilbert Locke, Lincoln's Inn,

and

Wingate-Saul, Ernest Wingate, Inner Temple.

Examined, 68. Passed, 44.

NOTE.—One Candidate was ordered not to be admitted for examination again until the Hilary Examination.

By Order of the Council,

(Signed) MACNAGHTEN,
Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,
2nd June, 1896.

APPOINTMENT.

Mr. Percy C. Harvey (Harvey & Speed), No. 1, Clement's Inn, W.C., and No. 160, Dashwood House, New Broad Street, E.C., has been appointed a Commissioner for Oaths and to take Acknowledgments by Married Women for the Colony of Western Australia.

In preparation, Third Edition, revised to date. Demy 8vo., cloth.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Just published. Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 6s.

AN OUTLINE OF CRIMINAL LAW as regards Offences against Individuals. Primarily for Students. By RICHARD R. CHERRY, Barrister-at-Law.

Crown 8vo. With Portrait. 2s.

BRAMWELLIANA: or, Wit and Wisdom of Lord Bramwell. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law.

Demy 8vo., cloth, 12s. 6d.

THE LAW OF THE PRESS: A Digest of the Law especially affecting Newspapers; with a Chapter on Foreign Press Codes; and an Appendix containing the Text of all the Leading Statutes. By JOSEPH R. FISHER, B.A., of the Middle Temple and the Northern Circuit, Esq., Barrister-at-Law, and JAMES ANDREW STRAHAN, LL.B., of the Middle Temple and Midland Circuit, Esq., Barrister-at-Law.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Co of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the Ho American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Contin *Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has b devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTIO

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole sp the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a s but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different hea of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

LIST OF BUSINESS
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

JUNE AND *JULY*, 1896.

PART I.

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Muttuvaduganadha Tevar v. Perisami Tevar	Madras	25 Feb. 1895	2 Mar. 1896	Succession to a Zemindary.	*A.*	R. T. Tasker.
					R.	Lawford, Waterhouse & Lawford.
Miller v. Mahdo Das	N. W. P., Bengal	10 Oct. 1894	11 May 1896	Equitable mortgage by deposit of title deeds.	*A.*	Lattey & Hart.
					R.	T. C. Summerhays.
The Bengal Indigo Company, Limited v. Mohunt Roghubur Das	Bengal	30 Sept. 1895	1 June 1896	Whether the Company are ryots within the Bengal Tenancy Act, s. 45.	*A.*	Sanderson, Holland, Adkin & Co.
					R.	T. L. Wilson & Co.
Mathura Das and Another v. Narindar Bahadur Pal and Others	N. W. P., Bengal	12 Feb. 1894	15 June 1896	Construction of a covenant to pay interest in a mortgage bond—Limitation, Statute XV. of 1877.	*A.*	Ranken Ford, Ford, & Chester.
					R.	Pyke & Parrott.
Gotamchund Manockchund v. Carnac	Bombay	28 Aug. 1893	—	Whether a release executed on a settlement of partnership accounts was binding.	*A.*	Lattey & Hart.
					R.	Payne & Lattey.

COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Ritchie and Others v. Hudson Brothers, Limited	New South Wales	2 Feb. 1895	4 June 1896	Contracts for construction of rolling stock.	*A.*	Spyer & Sons.
					R.	Bell, Brodrick & Gray.
Henty and Another v. The Queen	Victoria	23 Mar. 1896	5 June 1896	Probate Duty—Administration and Probate Act, 1890.	*A.*	Stones, Morris & Stone.
					R.	Freshfields & Williams.
The Esquimalt and Nanaimo Railway Company v. Bainbridge	British Columbia	2 Mar. 1896	5 June 1896	Right to mines of precious metal in land granted for construction of a railway.	*A.*	Hepburn, Son & Cutcliffe.
					R.	Gard, Hall & Rook.
The Trinidad Asphalt Company v. Coryat	Trinidad and Tobago	18 Sept. 1885	13 June 1896	Right of possession to land—Effect of the Registration Ordinance No. 3 of 1862 upon equitable titles.	*A.*	Sutton, Ommanney & Rendall.
					R.	J. N. Mason & Co.
Gould v. Stuart	New South Wales	24 Dec. 1895	—	Dismissal of a Government clerk—Civil Service Act, 1884.	*A.*	G. M. Light.
					—	*Ex parte.*

SPECIAL REFERENCE (*Adjourned Hearing*).

Subject.	Petitions Lodged.	Solicitors.	
Petitions of The Mercers' Company and of The Governing Body of St. Paul's School, London, against a Scheme framed by the Charity Commissioners in relation to St. Paul's School under the Endowed Schools Acts.	29 Nov. 1894	*Pet.*	Freshfields & Williams.
		Opp.	Farrer & Co.

Digitized by Google

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Fielding and Others . . . v. Thomas . . . . . (*Heard* 26 *July* 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, Macnaghten, Morris, and Davey, and Sir Richard Couch.*)	Nova Scotia . . .	26 Sept. 1894	2 Mar. 1895	Legality of the arrest and committal to gaol of the Respondent, by order of the House of Assembly of Nova Scotia, for contempt alleged to have been committed by him in the face of the House, he being one of its members.	*A.* . . *R.* .	Hill, Son & Richards. Paines, Birth & Huxtable.
A Beneficed Clerk . . . v. Lee . . . . . (*Heard* 25 *March*, 1896. *Present: The Lord Chancellor, Lords Watson, Hobhouse, and Davey, Sir Richard Couch and Sir Francis Jeune.*)	Consistory Court of the Diocese of London.	—	23 Jan. 1896	Jurisdiction of the Consistory Court under the Clergy Discipline Act, 1892.	*A.* . . *R.* .	W. Carpenter & Sons. Houseman & Co.
Nitrpal Singh . . . . v. Jai Singh Pal . . . . (*Heard* 7 *May*, 1896. *Present: Lords Hobhouse, Macnaghten, Morris, and James of Hereford, and Sir Richard Couch.*)	N. W. P., Bengal .	25 Apr. 1892	15 Feb. 1896	Whether an estate is impartible by family custom of inheritance or not.	*A.* . —	White & De Buriatte. *Ex parte.*
The Commissioner for Railways . . . . . v. O'Rourke and Another . . (*Appeal and Cross-Appeal consolidated.*) (*Heard* 13 *May*, 1896. *Present: Lords Macnaghten, Morris, and James of Hereford, and Sir Richard Couch.*)	New South Wales .	13 Aug. 1895	2 May 1896	Whether the Supreme Court rightly ordered a review of certain items in a bill of costs, and refused a review of others.	*A.* . *R.* .	Young, Jones & C. G. M. Light.
Grenon and Others . . . v. Luchmeenarain Augurwallah and Another . . (*Heard* 15 *May*, 1896. *Present: Lords Hobhouse, Macnaghten, Morris, and James of Hereford, and Sir Richard Couch.*)	Bengal	11 Mar. 1895	13 May 1896	Alleged breach of contract. Were Appellants entitled to fix the place of delivery? Indian Contract Act—Measure of damages.	*A.* . *R.* .	Wrentmore & Swinhoe. J. F. Watkins.
Smith (Official Liquidator of the Bonang Gold Mining Company, Limited) . v. Brown . . . . . (*Heard* 9 *June*, 1896. *Present: The Lord Chancellor, Lords Herschell, Watson, Hobhouse, Macnaghten, Morris, Davey, and Sir Richard Couch.*)	New South Wales .	18 Dec. 1894	8 June 1895	Liability of the Respondent to be placed on the List of Contributories in the winding-up of the Bonang Company. Definition of "contract" in section 57 of the New South Wales Companies Act, 37 Vict. No. 19.	*A.* —	Lumley & Lumley. *Ex parte.*

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
William Howard Smith & Sons, Limited . . . . v. Wilson . . . . . (*Heard* 10 *June*, 1896. *Present: The Lord Chancellor, Lords Herschell, Watson, Hobhouse, Macnaghten, Morris, Davey, and Sir Richard Couch.*)	Victoria	18 Nov. 1895	7 Mar. 1896	Destruction of wreck by a port officer. Alleged liability of Appellants for expenses under the Marine Act, 1890, Sec. 13—"Owners"—"Removal."	*A.* . Harwood & Stephenson. *R.* . Freshfields & Williams.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, June 22	Mr. Farmer	Mr. Ward	Mr. Beal	Mr. Leach	Mr. Jackson	Mr. Carrington	Monday, June 22
Tuesday „ 23	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Tuesday „ 23
Wednesday „ 24	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Wednesday „ 24
Thursday „ 25	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Thursday „ 25
Friday „ 26	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Friday „ 26
Saturday „ 27	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Saturday „ 27

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

INNS OF COURT.

CALLS TO THE BAR.

TRINITY TERM, 1896.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

Edmund Holmes Blakesley, Christ Church, Oxford; Edward Bateson, B.A., King's Coll., Cambridge; Arthur Francis Graham Everitt, B.A., New Coll., Oxford; Reginald Allen Daniell, B.A., University Coll., Oxford; John Leigh Smeathman Hatton, M.A., Hertford Coll., Oxford; Robert Bertram Keough Christian, scholar of Lincoln Coll., Oxford; Frederick George Parsons; Dhan Raj Shah; Egbert George Rand, B.A., Christ's Coll., Cambridge; Alfred Barrett Nutter, Brasenose Coll., Oxford; Frederick Maslin Beilby Carter, B.A., Clare Coll., Cambridge; Arthur Henry Marshall, B.A., Clare Coll., Cambridge; Anant Ram, Christ's Coll., Cambridge; Frederick William Mander, B.A., Trinity Coll., Cambridge; William Lyle Galbraith, B.A., Merton Coll., Oxford; Thomas Carr Morton; Richard Augustus Vaux, B.A., Lincoln Coll., Oxford; Sydney Albert Christopher; David Maughan, B.A., Balliol Coll., Oxford; George Wightman Powers, M.A., New Coll., Oxford; Maurice Julian Berkeley.

INNER TEMPLE.

William Caldbeck Roper-Caldbeck, B.A., Dublin; Wilfred Haythorne Edgar, M.A., Oxford; John Selden Willmore, M.A., Cambridge; Gerard Henry Craig-Sellar, B.A., Oxford; Oswald Richard Robinson, M.A., Cambridge; Francis Philip Armstrong, B.A., Oxford; Charles Edward Malet de Carteret; Allan Maclean; Ernest Bruce Charles, B.A., Oxford; James Little, B.A., Oxford; Richard Henry Cresswell, B.A., Oxford; Alfred Russell Fordham, B.A., LL.B., Cambridge; Stair Carnegie Agnew, B.A., LL.B., Cambridge; Henry Curteis Burra, B.A., Oxford; Thomas Percy Prosser Powell, B.A., Oxford; Gerald Bradley Rooke, B.A., Oxford; Labadaya Ram Mohun Ray; Charles Thornton, B.A., Cambridge; Charles Nathaniel Tindale Davis, B.A., Cambridge; Perciyal Charles Elgee, B.A., Oxford; Ewen Macpherson, B.A., Oxford; Walter Macarthur Allen, B.A., Cambridge; Charles Albert M'Curdy, B.A., Cambridge; Charles James Higginson; Evan James Macgillivray, B.A., Cambridge; Mohamed Siddigue, Cambridge; Alfred Willan Dunn; James Openshaw, B.A., Cambridge; William Thomas Patrick Coyle; Noel Charles Minchin Home, LL.B., London and Cambridge; Bertram Fletcher Robinson, B.A., Cambridge; Frederick Thorold Dickson; Paulus Edward Pieris, B.A., Cambridge; Pramathanath Chandhuri; Edward Charles Percy Boyd, B.A., Cambridge; Edward Henry Lovell Keays, B.A., Oxford; and Basil Home Thomson.

MIDDLE TEMPLE.

Arthur James Horatio Dakeyne Cannon, M.A., LL.B. (second class Historical Tripos, 1886), Peterhouse, Cambridge; Walter Egerton; Herbert Gordon Bois, B.A., Cantab.; Rustom Sorab Dantra; Hillary Richard Preston; Mohammed Ibrahim; Ambrose Elton, B.A., Cantab.; Shway Ban; Leopold Daniel Woodin, M.A., Cambridge History Tripos; Edward Wingfield Douglass, B.A., Oxford University second class in Final Honour School of Jurisprudence, June, 1895; Moung Kin; Jean Baptiste Darcet Mélotte; Jean René Lucien Clair; Ram Asra; Pundit Bhola Nath; Gostendra Das Seal; Martin Elliott; Kyaw Oo; Sham Laul; Ram Saran Dass; Philip Nathaniel Browne; Joseph Jean Marie Gaston Delafaye; Partab Ram Chandra; William José de Freitas; Syed Wasiuddin Ahmed; Frank Freeth, M.A,

Digitized by Google

Cambridge Classical Tripos; Kaliamji Pragji Desai; Robert Hamer Hampson, B.A., LL.B., Cambridge; Ernest Edward Humphrys; Diwan Bishan Dass; Syed Mohammed Reza; Lalla Sundar Dass; Maung Tun Win; Joseph Stuart Martin; and Joseph Bridges Matthews.

GRAY'S INN.

Charles Maturin, B.A., LL.B., Trinity College, Dublin (barrister of the Irish Bar), Council of Legal Education First-class Studentship, Trinity, 1890, certificate of honour, Trinity, 1896, special prize (50*l.*) for the best examination in Constitutional Law and Legal History, Trinity, 1896, Barstow Law scholar, Trinity, 1896, Gray's Inn Bacon scholar, 1890, King's Inn exhibitioner and Victoria prizeman, 1888; William Joseph Kenny, her Majesty's Vice-Consul at Tokio and Assistant Japanese Secretary of her Majesty's Legation at Tokio, Japan; Francis Bernard Sykes, Trinity Hall, Cambridge; John Henry Butterworth, Landseer-house, King-street south, Rochdale; Bakhsho Gokal Chand, St. Catherine College, Cambridge, and Jammu, Kashmir State, India; Gopal Singh, Punjab University, Government College, Lahore; and William Scott Bigby, B.A., Trinity Hall, Cambridge.

CIRCUITS OF THE JUDGES.

In addition to the Circuits already published (*ante*, pp. 147, 189) the following dates have been fixed:—

SUMMER ASSIZES, 1896.			NORTHERN.
Commission Days.			*Cave J.* *Kennedy J.*
Monday	June	29	Appleby
Wednesday	July	1	Carlisle
Thursday	,,	2	.. ..
Friday	,,	3	.. ..
Monday	,,	6	Lancaster
Thursday	,,	9	Manchester 2
Friday	,,	10	.. ..
Monday	,,	13	.. ..
Tuesday	,,	14	.. ..
Friday	,,	17	.. ..
Monday	,,	20	.. ..
Tuesday	,,	21	.. ..
Wednesday	,,	22	.. ..
Saturday	,,	25	Liverpool 2
Tuesday	,,	28	.. ..
Wednesday	Aug.	12	(End)

COUNCIL OF LEGAL EDUCATION.

LECTURES AND CLASSES.

REGULATIONS FOR TERM EXAMINATIONS.

1. There will be an Examination, at the end of each Educational Term, by the Reader and Assistant Reader in each subject.

2. The Examination in any subject will be open free of charge to all persons who have attended two-thirds of the Lectures and Classes of the Term in that subject. A person may be examined in more than one subject.

3. The Examination in each subject will be conducted viva voce and upon the topics considered during the Term in that subject.

4. Any person intending to be examined in any subject must notify his intention to the Clerk of the Council of Legal Education at their Office, Lincoln's Inn Hall, in writing, not less than three clear days before the time appointed for examination in that subject.

5. The Examination in each subject will take place at the end of the last meeting in the Term of the Class in that subject, and in the same place, unless otherwise ordered.

6. The Readers and Assistant Readers will report the results of the Examinations to the Board of Studies for the Council of Legal Education.

7. Every person who, in the opinion of the Council of Legal Education, has passed a satisfactory examination in any subject at the end of any Term, will be so informed by a letter addressed to him by the Clerk of the Council.

MACNAGHTEN,
Chairman of Council of Legal Education.

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN,
June 4th, 1896.

NOTE.—*The first Examination under the above Regulations will be held at the end of Michaelmas Educational Term*, 1896.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Eden Erskine Greville and Alfred Fossick (Greville & Fossick, Solicitors, Maidenhead, Berks, by mutual consent, March 16. The said Alfred Fossick will carry on the business on his own account.

Demy 8vo., cloth, 10*s.* 6*d.*

TENEMENT HOUSES & FLATS (The Law Relating to) for Residential or Business purposes, including the Taxation and Rating thereof. With an Appendix of Precedents of Lease Forms, and a Digest of Cases relating to the Inhabited House Duty. By WALTER CLODE, Barrister-at-Law, of the Inner Temple, Associate of the Surveyors' Institution, Author of "The Law and Practice of Petitions of Right."

"The growing habit of building monstrous houses, principally accessible only by means of lifts, has already had results conspicuous enough to justify the writing of a text-book on the legal rights and responsibilities of persons who have to deal with them. . . . The whole volume appears to have been written with the same learning and judgment which characterize his former book about 'petitions of right.'"—*Saturday Review.*

"The great increase in recent years in the number of residential flats . . . renders this book likely to be extremely useful."—*Law Times.*

"This is an interesting subject upon which Mr. Clode has written an interesting book. . . . The impulse which has been given recently to the building of flats in London and elsewhere increases the value of Mr. Clode's book, which will be found accurate and practical."—*Law Journal.*

"The increase in the number of residential buildings known popularly as 'flats,' makes the present time opportune for the publication of a legal work on this subject."—*Builder.*

LONDON: WILLIAM CLOWES & SONS, Limited, 27, FLEET STREET, E.C.

Digitized by Google

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, June 29	Mr. Ward	Mr. Clowes	Mr. Godfrey	Mr. Rolt	Mr. Lavie	Mr. Pugh	Monday, June 29
Tuesday „ 30	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Tuesday „ 30
Wednesday, July 1	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Wednesday, July 1
Thursday „ 2	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Thursday „ 2
Friday „ 3	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Friday „ 3
Saturday „ 4	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Saturday „ 4

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 18th day of June, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1890—L.—No. 958).

Between the Law Guarantee and Trust Society, Limited (Plaintiff) and the Lartique Railway Construction Company, Limited, and Others (Defendants).

ORDER OF COURT.

Friday, the 19th day of June, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice NORTH (1896—F.—No. 741).

In the Matter of F. C. Landon and Company.
Arthur Gastrell Dear *v.* F. C. Landon and Company, Limited.

Mr. Justice CHITTY (1896—O.—No. 775).

Frederick Offord *v.* A. B. C. Hotel Advertising Company, Limited.

Mr. Justice STIRLING (1896—L.—No. 1045).

In the Matter of Leete, Edwards and Norman, Limited.
Arthur Robert Reeves *v.* Leete, Edwards and Norman, Limited.

Mr. Justice KEKEWICH (1896—L.—No. 1036).

Joseph Leete *v.* Leete, Edwards and Norman, Limited.

HALSBURY, *C.*

COUNCIL OF LEGAL EDUCATION.

There will before the Long Vacation be an election by the Council to the Readership in the Law of Real and Personal Property, vacant by the resignation of Sir H. Elphinstone. The Council will also appoint a Member of the Board of Examiners in the place of A. J. Spencer, Esq., whose term of office has expired. The Council will be glad to receive on or before the 15th day of July, at the Office of the Council at Lincoln's Inn Hall, the names of any gentlemen who are desirous of being appointed, together with any Testimonials they may wish to submit to the Council.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

George Cartwright and Edward Silvester Richardson (Cartwright & Richardson), Solicitors, 30, Guildhall Street, Preston, Lancaster, by mutual consent, June 16.

William Daggett, Henry Ingledew, and T. D. Fenwick (Ingledew, Daggett & Fenwick), Solicitors and Notaries Public, Newcastle-upon-Tyne, as from May 30.

Paul Edward Vanderpump and Henry Ernest Eve (Paul E. Vanderpump & Eve), Solicitors, 5, Philpot Lane, by mutual consent as from Jan 1. The said P. E. Vanderpump will continue to carry on the business under the same style or firm.

APPOINTMENTS.

June 18. The Queen has been pleased to direct Letters Patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, granting the dignity of a Knight of the said United Kingdom unto William Ralph Meredith, Esq., LL.D., Chief Justice of the Court of Common Pleas of the Province of Ontario, in the Dominion of Canada.

June 18. The Queen has been pleased to direct Letters Patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, granting the dignity of a Knight of the said United Kingdom unto William Henry Lionel Cox, Esq., Chief Justice of the Straits Settlements.

June 18. The Queen has been pleased, by Warrant under Her Majesty's Royal Sign Manual, bearing date the 16th instant, to appoint Patrick Fleming Evans, Esq., Barrister-at-Law, to be Recorder of the Borough of Newcastle-under-Lyme, in the room of Hungerford Tudor Boddam, Esq., resigned.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Just Ready. Fourth Edition, Revised, demy 8vo, cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE. *Fourth Edition. Thoroughly revised.*

By HERBERT PERCIVAL, *of the Inner Temple, Barrister-at-Law.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Just published. Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. GARRETT, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered. . . . While the work appeals more particularly to members of the legal profession, 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said: "Mr. Garrett's book . . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of uncommon merit."

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &C.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe, May 26, 1896.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes, June, 1896.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Just published. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

LIST OF BUSINESS FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

JUNE AND *JULY*, 1896.

PART II.

(*The Sittings will be continued at half-past ten a.m., on Tuesday, the 14th July*, 1896.)

APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
The Toronto Railway Company . . . . . *v.* The Queen	Canada	13 Aug. 1895	30 Apr. 1896	Customs duty on steel rails; interpretation of Canada Customs Act and Act 50 & 51 Vict. c. 39.	*A.* . Freshfields & Williams. *R.* . Bompas, Bischoff, Dodgson & Co.
Ross and Others . . . . *v.* The Queen	Canada	13 May 1896	4 July 1896	Contract for construction of a railway under Dominion Act, 31 Vict. c. 13.	*A.* . Harwood & Stephenson. *R.* . Bompas, Bischoff, Dodgson & Co.
Stewart . . . . . *v.* McLean (Smith *mis-en-cause*)	Canada	28 May 1896	4 July 1896	Partnership — Effect of cession by partners and payment of composition by one of them.	*A.* . Bompas, Bischoff, Dodgson & Co. *R.* . Wilson, Bristows & Carpmael.
Edison General Electric Company . . . . . *v.* The Westminster and Vancouver Tramway Company, the Bank of British Columbia and Others .	British Columbia .	9 June 1896	4 July 1896	Action by creditor to set aside Judgment by consent obtained by another creditor.	*A.* . J. Cornelius Wheeler. *R.* . Freshfields & Williams.
Sprigg . . . . . *v.* Sigeau	Cape of Good Hope	23 Mar. 1896	11 July 1896	Whether a Proclamation under which Respondent was arrested was sufficient in law to justify the arrest.	*A.* . Wilson, Bristows & Carpmael. *R.* . Thomas Beard & Son.

PATENT CASES.

Matter.	Petition Lodged.	Subject.		Solicitors.
Hopkinson's Patent . . . . (*Apparatus for distributing electricity.*)	27 Jan. 1896	Prolongation of Patent dated 27th July, 1882, No. 3578. *To be heard on Wednesday, 15th July*, 1896.	*Pet.*	Faithfull & Owen.
			Opp.	Drake, Son & Parton. Deacon, Gibson & Medcalf. Field, Roscoe & Co. W. G. Greig. Harrison & Powell. W. F. Wakeford. Sharpe, Parker, Pritchards & Barham.
Willans and Robinson's Patent . (*High Speed Engines*)	19 June 1896	Prolongation of Patent dated 14th October, 1882, No. 4901.	*Pet.*	Farrar & Porter.

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Fielding and Others. . . *v.* Thomas . . . . . (*Heard* 26 *July*, 1895. *Present: The Lord Chancellor, Lords Herschell, Watson, Macnaghten, Morris, and Davey, and Sir Richard Couch.*)	Nova Scotia . . .	26 Sept. 1894	2 Mar. 1895	Legality of the arrest and committal to gaol of the Respondent, by order of the House of Assembly of Nova Scotia, for contempt alleged to have been committed by him in the face of the House, he being one of its members.	*A.* . Hill, Son & Rickards. *R.* . Paines, Blyth & Huxtable.

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
A Beneficed Clerk . . . . v. Lee . . . . . (*Heard* 25 *March*, 1896. *Present: The Lord Chancellor, Lords Watson, Hobhouse, and Davey, Sir Richard Couch and Sir Francis Jeune.*)	Consistory Court of the Diocese of London.	—	23 Jan. 1896	Jurisdiction of the Consistory Court under the Clergy Discipline Act, 1892.	*A.* . . *R.* .	W. Carpenter Sons. Houseman & Co.
Smith (Official Liquidator of the Bonang Gold Mining Company, Limited) . v. Brown . . . . . (*Heard* 9 *June*, 1896. *Present: The Lord Chancellor, Lords Herschell, Watson, Hobhouse, Macnaghten, Morris, Davey, and Sir Richard Couch.*)	New South Wales .	18 Dec. 1894	8 June 1895	Liability of the Respondent to be placed on the List of Contributories in the winding-up of the Bonang Company. Definition of "contract" in section 57 of the New South Wales Companies Act, 37 Vict. No. 19.	*A.* . . —	Lumley & Luml *Ex parte.*
Miller . . . . . v. Madho Das . . . . . (*Heard* 24 *June*, 1896. *Present: Lords Watson, Hobhouse, and Davey, and Sir Richard Couch.*)	N. W. P., Bengal .	10 Oct. 1894	11 May 1896	Equitable mortgage by deposit of title deeds.	*A.* . . *R.* .	Lattey & Hart. T. C. Summerh
Mathura Das and Another . v. Narindar Bahadur Pal and Others . . . . . (*Heard* 19 *June*, 1896. *Present: Lords Watson and Hobhouse, and Sir Richard Couch.*)	N. W. P., Bengal .	12 Feb. 1894	15 June 1896	Construction of a covenant to pay interest in a mortgage bond—Limitation, Statute XV. of 1877.	*A.* . *R.* .	Ranken, F Ford, & Che Pyke & Parrott
Ritchie and Others . . . v. Hudson Brothers, Limited . (*Heard* 7 *July*, 1896. *Present: Lords Watson, Hobhouse, and Davey, and Sir Richard Couch.*)	New South Wales .	2 Feb. 1895	4 June 1896	Contracts for construction of rolling stock.	*A.* . *R.* .	Spyer & Sons. Bell, Brodrick Gray.
Henty and Another . . . v. The Queen . . . . . (*Heard* 26 *June*, 1896. *Present: Lords Watson and Hobhouse, and Sir Richard Couch.*)	Victoria	23 Mar. 1896	5 June 1896	Probate Duty—Administration and Probate Act, 1890.	*A.* . *R.* .	Stones, Morris Stone. Freshfields & W liams.
The Trinidad Asphalt Company . . . . . v. Coryat. . . . . (*Heard* 3 *July*, 1896. *Present: Lords Watson and Hobhouse, and Sir Richard Couch.*)	Trinidad and Tobago	18 Sept. 1895	13 June 1896	Right of possession to land—Effect of the Registration Ordinance No. 3 of 1862 upon equitable titles.	*A.* . *R.* .	Sutton, Ommaney & Rendall. J. N. Mason & C
Gould . . . . . v. Stuart . . . . . (*Heard* 7 *July*, 1896. *Present: Lords Watson and Hobhouse, and Sir Richard Couch.*)	New South Wales .	24 Dec. 1895	15 June 1896	Dismissal of a Government clerk—Civil Service Act, 1884.	*A.* . —	G. M. Light. *Ex parte.*

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
The Esquimalt and Nanaimo Railway Company . v. Bainbridge . . . . . (*Heard* 9 *July*, 1896. *Present : Lords Watson, Hobhouse, Davey, and Sir Richard Couch.*)	British Columbia .	2 Mar. 1896	5 June 1896	Right to mines of precious metal in land granted for construction of a railway.	*A.* .	Hepburn, Son & Cutcliffe.
					R. .	Gard, Hall & Rook.

SPECIAL REFERENCE (*for Judgment*).

Subject.	Petitions Lodged.		Solicitors.
Petitions of The Mercers' Company and of The Governing Body of St. Paul's School, London, against a Scheme framed by the Charity Commissioners in relation to St. Paul's School under the Endowed Schools Acts.	29 Nov. 1894	*Pet.*	Freshfields & Williams.
		Opp.	Farrer & Co.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, July 20	Mr. Pugh	Mr. Leach	Mr. Clowes	Mr. Lavie	Mr. Farmer	Mr. Pemberton	Monday, July 20
Tuesday „ 21	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Tuesday „ 21
Wednesday „ 22	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Wednesday „ 22
Thursday „ 23	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Thursday „ 23
Friday „ 24	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Friday „ 24
Saturday „ 25	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Saturday „ 25

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 10th day of July, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice KEKEWICH (1896—O.—No. 903).

In re Olympia, Limited.
Emily Maud C. Peacock (married woman) *v.* Olympia, Limited, and Others.

HALSBURY, *C.*

PROFESSIONAL PARTNERSHIP DISSOLVED.

Henry Vallance, James Braidwood Birkbeck, and Lionel Henry Barnard (Vallance, Birkbeck & Barnard), Solicitors, Lombard House, George Yard, E.C., by mutual consent as from June 24, so far regards H. Vallance, who is retiring from business.

Digitized by Google

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe, May 26, 1896.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes, June, 1896.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Just published. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 189

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Second Edition, thoroughly revised. Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity Colleg Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or fl which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solcitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singul fortunate in being called upon so soon to bring out a new edit because he has thus been afforded an opportunity of availing hi of the suggestions of his friends and the criticism of his reviewe correcting the errors which were inevitable in a first edition, and of incorporating the numerous Acts which have, since the publica of his first edition, been placed upon the statute-book by an exceedi active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new editio up to date, and is altered to include the legislation of last session." *Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C

Digitized by Google

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

SUPPLEMENTAL LIST OF DEFENDED and UNDEFENDED CAUSES to be heard after Special Juries are disposed of, beginning with the Defended List.

Also List of COMMON JURIES to be tried on and after Thursday, the 6th August, 1896.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		DEFENDED DIVORCE CAUSES.			
32		Andrews, dec. Andrews v. Andrews	Speechly, Mumford & Co.	Wilfred Powell.	
33	P.	Sharp, dec. Sharp v. Dalglish	Rooke & Sons	Rowcliffes & Co.	
34	P.	Yorke, dec. Yorke v. Yorke	Routh, Stacey & Castle	Rundle & Hobrow.	
35	P.	Meredith, dec. Morris v. Smith	Langhams	A. M. M. Forbes.	
36	D.	Santer v. Santer	Wills & Watts	Hulbert & Crowe.	
37	D.	St. Vincent v. St. Vincent & Thompson	Warren, Murton & Miller.	C. W. Inman	C. W. Inman.
38	D.	Robbins v. Robbins	Lewis & Lewis	Matthew & Brown.	
39	D.	Hellewell v. Hellewell	Sawyer & Ellis	Prince & Co.	
40	D.	Neame v. Neame & Ellison	Renshaw, Kekewich & Smith.	Lewis & Lewis.	
41	D.	Fluister v. Fluister & Hutton	C. W. Inman	A. Slater	A. Slater.
42	D.	Smith v. Smith & Martin	W. A. E. Headley	A. M. M. Forbes.	
43	D.	Brodrick v. Brodrick	Lumley & Lumley	Robbins, Billing & Co.	
44	D.	Haworth v. Haworth & Thorp	Pritchard, Englefield & Co.	Tremellens	Tremellens.
45	P.	Thomson, dec. Chart v. Thomson	Robins, Hay & Co.	A. B. Chubb.	
46	D.	Armitage v. Armitage, Turkington & Hartley	A. S. Lawson	Hamlin & Co.	
47	J.S.	Atherton v. Atherton	Smith, Fawdon & Low	Crossman & Pritchard.	
48	R.C.R.	Muller v. Muller	C. G. Algar	Paterson, Sons & Caudler.	
49	D.	White v. White	Day, Russell & Co.	S. Lithgow.	
50	D.	Parker v. Parker & Courtnell	Ford & Ford	Emanuel & Co.	Emanuel & Co.
51	D.	Blythe v. Blythe & Millen	Crowders & Vizard	Church, Rendell, Todd & Co.	
52	P.	Schmidt, dec. Schmidt v. Schmidt	A. J. Harman	Lydall & Sons.	
53		Walker, dec. Foster v. Ashworth	L. Kirkman	Leech & Wheeler.	
54	D.	Cappleman v. Cappleman	Bell, Brodrick & Gray	Collyer-Bristow & Co.	
55	P.	Brooks, dec. Paige v. Brooks	Field, Roscoe & Co.		
56	P.	Abraham, dec. Abraham v. Willcocks	C. G. Hobbs	Langham, Son & Douglas.	
57	P.	Seddon, dec. Dowling v. Seddon	Cunliffes & Davenport.		

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		UNDEFENDED DIVORCE CAUSES.			
44	J.S.	Brown v. Brown	A. C. Derham.		
45	D.	Harris v. Harris	Andrew Wood & Co.		
46	D.	Moores v. Moores	Hickson & Moir.		
47	D.	Kell v. Kell	In Person.		
48	D.	Henton v. Henton	P. G. Robinson.		
49	D.	Fruin v. Fruin	In Person.		
50	D.	Whittome v. Whittome	Heales & Son.		
51	D.	Cuff v. Cuff & Seyd bin Inden	Turner, Son & Foley.		
52	N.	Willsher v. Willsher orse. Wellicome (in camerâ)	Prince & Co.		
53	D.	Howson v. Howson & Pitt	Judge & Priestley.		
54	D.	Smart v. Smart & Elston	King, Wigg & Co.		
55	D.	Betson v. Betson	L. A. T. Margetts.		
56	D.	Smith v. Smith & Bianchi	Keene & Co.		
57	D.	Whitehead v. Whitehead	Cunliffes & Davenport.		
		COMMON JURIES.			
1	D.	Stokes v. Stokes & Claybrook	Nicholson, Graham & Co.	A. D. Smith & Eldridge.	A. D. Smith & Eldridge.
2	D.	Baws v. Baws & Exall	Hutchinson & Cuff		In Person.
3	D.	Goold v. Goold	P. Collings & Co.	Norris & Son.	
4	D.	Darby v. Darby & Morton	Murr & Rusby	Crowders & Vizard	Crowders & Vizard.
5	P.	Hammerton, dec. Coster & anr. v. Coster	Colman & Knight	R. Jenkins.	
6	J.S.	Duncombe v. Duncombe	Willett & Sandford	Fardell & Canning.	
7	D.	Rushford v. Rushford & Smith-Hughes	Gustavus, Thompson & Son.	R. White	R. White.
8	D.	Hughes v. Hughes & Williams	Riddell, Vaizey & Smith.		Purkis Co.
9	D.	White v. White & Baines	C. O. Pook.		
10	D.	D'Ardenne v. D'Ardenne	R. Jennings	Chester & Co.	
11	P.	Craggs, dec. Downey v. Mugford	B. T. Storr	White & De Buriatte.	
12	D.	Harrison v. Harrison & Atkinson	Bell, Brodrick & Gray.	Hamlin, Grammer & Hamlin.	H. H. Austwick.
13	D.	Peregrine v. Peregrine & Lillingston	Druces & Attlee	G. Pilling.	
14	D.	Shore v. Shore	T. Dyson & Smith	White & De Buriatte.	
15	D.	Davidson v. Davidson	Dale, Newman & Hood.	Clear & Green.	
16	D.	Moss v. Moss & Jenkins	Wetherfield & Co.		
17	D.	Reinecke v. Reinecke, Broodie & Chapel	Hicks & Son	Collyer-Bristow & Co.	
18	D.	Lewis v. Lewis & Hanbury intervening	Osborn & Osborn	Lewis & Son	Lewis & Lewis for Intervener.
18	D.	Martin v. Martin	Law & Worssam	Crowders & Vizard.	
20	P.	James, dec. James v. Havard	Nelson & Son	Daniel Jones.	

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.		APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday,	July 27	Mr. Leach	Mr. Rolt	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Jackson	Monday, July 27
Tuesday	„ 28	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Tuesday „ 28
Wednesday	„ 29	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Wednesday „ 29
Thursday	„ 30	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Thursday „ 30
Friday	„ 31	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Friday „ 31
Saturday,	Aug. 1	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Saturday, Aug. 1

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

Digitized by Google

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 1ST AND 2ND JULY, 1896:—

Hugh Morant Baker
George Norman Barker
Hubert Wallace Barnard
Ernest Beeching
George Francis Bell
Henry Francis Blachford
George Percy Brightwell
Edgar Brookes
Sidney Ernest Brown
Frank Fell Burgess
Henry Burgess
John Alfred Cape
Frank Chapman
John Clegg
George Bertram Crowder
Frederick Stanley Culver
Francis Rowsell Cunningham
James Ernest Townshend Ducker
William Dulley
Charles Rix Duncan
Harry Dunks
William Bowker Farringdon
Alfred Edward Floyd
Alfred Fordham
Thomas Forrester
Stephen Joseph Gateley
Maurice Gaunt
Harold Gee
Charles Stuart Goodfellow
James Henry Gradwell
Sydney Walter Hack
Edwin Herrin
Ralph Edward Hopkinson
Ernest Horsfield
Leslie Thornton Horton
Vivian Edgill Hosking
William Hughes
Henry Simon Batley Jackaman
Frederick Culver Sewell James
Vyvyan Clifford Haweis James
Tudor Lawrence Jones
Henry Haden Kendrick
Charles Frank Lampard
Stanley Graham Larminie
Frank Lee
Edward Pugh Lewis
Arthur Hilton Lomax
Charles May
Richard Noel Middleton
Albert Mitchell
Herbert John Monckton
Harold Edward Norris
Arnold Paice
David White Phillips
Arthur Piper
Donald Howard Prynne
Victor Eustace Reynolds
William George Richardson
William Rumney Robins
Leonard Robson
George William Rodway
Digby Beaconsfield Rose
John Evan Rowlands
Carl Cecil Bertie St. Amory
Harwood Spencer Schultz
Turner Snowden
Dudley Vaughan Steavenson
John Symes
Howard Syrett
Clarence Wilfred Tee
Thomas William Thacker
Alfred Thorpe
Frederick Gavin Todd
Herbert George Trevanion
Raymond Elliott Trotter
Ernest Edwin Unsworth
Arthur Cadogan Vachell
Elward Cwakill Veneer
Henry Harcourt Verden
Redmond Morris Vere-Stead
Alexander Mortlock Waller
Charles Godfrey Wilson

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE.
17th July, 1896.

COUNCIL OF LEGAL EDUCATION.

The Council have appointed L. G. Gordon Robbins, Esq., a Member of the General Board of Examiners, in the place of A. J. Spencer, Esq.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Edward Bannister, Albert Henry Williams, Henry Stopford Ram, Edward Charles Fâche and George Radclyffe Bunnett (Bannister, Williams & Ram), Solicitors, 13, John Street, Bedford Row, by mutual consent so far as regards Edward Bannister, who retires from the firm. The business will henceforth be carried on by A. H. Williams, H. S. Ram, E. C. Fâche and G. R. Bunnett. July 14.

Paul Catterall and Frederick Peter Catterall (Catterall & Catterall), Solicitors, 6, Camden Place, Preston, and at Lytham, Lancaster, by mutual consent as from July 14.

S. Garrett and Hy. B. J. Parker (Parker, Garrett & Parker), Solicitors, St. Michael's Rectory, Cornhill, as from June 19.

APPOINTMENT.

July 9. The Queen was this day pleased to confer the honour of Knighthood on George Arthur Parker, Esq., late Judge of the High Court, Madras (Indian Civil Service, retired).

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Now Ready. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.
BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe, May 26, 1896.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes, June, 1896.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Just published. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 & 60 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
13	*Incumbents of Benefices Loans Extension Act*, 1896 .	July 20	Not specified.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Aug. 3	Mr. Rolt	Mr. Pemberton	Mr. Pugh	Mr. Godfrey	Mr. Clowes	Mr. Lavie	Monday, Aug. 3
Tuesday „ 4	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Tuesday „ 4
Wednesday „ 5	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Wednesday „ 5
Thursday „ 6	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Thursday „ 6
Friday „ 7	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Friday „ 7
Saturday „ 8	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Saturday „ 8

** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October*, 1896, *both days inclusive.*

LIFE ASSURANCE COMPANIES (PAYMENT INTO COURT) ACT, 1896.

RULES OF THE SUPREME COURT.

1. An assurance company desiring to make a payment into Court under the Act shall cause an affidavit, by its secretary, or other authorised officer, to be filed, intituled "In the matter of the Policy No. , effected with [*here give the name of the company*] and in the matter of the Act," and setting forth:—

(a.) A short description of the policy and a statement of the persons entitled thereunder, according to the terms of the policy, with the names and addresses of such persons, so far as the same are known to the company.

(b.) A short statement of the notices received by the company claiming an interest in or title to the money assured, the dates when such notices were received, the dates of withdrawal of such notices, if any, as have been withdrawn, and the names, and, except as to notices withdrawn, the addresses, so far as the same are known to the company, of the persons by whom such notices have been given.

(c.) A statement that, in the opinion of the board of directors of the company, no sufficient discharge can be obtained otherwise than by payment into Court under the Act.

(d.) The submission by the company to pay into Court such further sum, if any, whether for interest or otherwise, as the Court or a Judge may direct, and to pay any costs which the Court or a Judge may consider under the circumstances of the case ought to be paid by the company.

(e.) An undertaking by the company forthwith to transmit to the Paymaster any notice of claim received by the company after the making of the affidavit, with a letter referring to the title of the affidavit.

(f.) The place where the company may be served with any petition, summons, order, or notice of any proceeding relating to the money.

2. The company shall not deduct any costs or expenses of or incidental to the payment into Court.

3. No payment shall be made into Court under the Act where any action to which the company is a party is pending in relation to the policy or the moneys thereby assured except by leave of the Judge to be obtained by summons in the action.

4. The company shall forthwith give notice of such payment, by prepaid letter through the post, to the several persons appearing by the affidavit to be entitled to or interested in the money assured and paid into Court, or to have given notice of claim to the company, except where the notice has been withdrawn, and except so far as the name or address of any such person is unknown to the company.

5. Any person claiming to be entitled to or interested in the money paid into Court may apply in the Chancery Division, by petition or, where the amount does not exceed 1000*l.*, by summons in respect thereof.

6. No petition or summons relating to the money shall be answered or issued unless the applicant has named therein a place where he may be served with any petition or summons, or notice of any proceeding or order relating to the money.

7. Unless the Court or a Judge shall otherwise direct, the applicant shall not, except when he asks for payment of a further sum or costs by the company, serve such petition or summons on the company, but shall serve the same on or give notice thereof to every person appearing by the affidavit on which payment into Court was made to be entitled to, or interested in, or to have a claim upon the money, or who has given any further notice which has been transmitted to the Paymaster as aforesaid.

8. These rules shall come into operation on the 1st day of August, 1896.

9. These Rules may be cited as the Rules of the Supreme Court (Life Assurance Companies), 1896.

Signed and certified to be urgent,

The 29th of July, 1896.

(Signed) HALSBURY, *C.*
RUSSELL OF KN., *C.J.*
ESHER, *M.R.*
F. H. JEUNE, *P.*
A. L. SMITH, *L.J.*
JOSEPH W. CHITTY, *J.*
HERBERT H. COZENS-HARDY.
JOSEPH ADDISON.

Digitized by Google

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

JUNE, 1896.

*** *The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.*

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

[In order of Merit.]

1. George Armitage Carpenter.
   Mr. Albert Edward Graham and Mr. Henry Marshall, both of Durham.
2. Henry Marks.
   Mr. Edward Le Voi, of London.
3. Reginald Hubert Langley, B.A.
   Messrs. Collyer-Bristow, Russell, Hill, & Co., of London.
4. John Hennen Edgelow.
   Mr. George Tilling, of London.

SECOND CLASS.

[In Alphabetical Order.]

Edmund George Bentley.
The late Mr. George Wheeler Bentley, of Worcester; and Mr. William Henry Stallard, of London.

Richard Arthur Burrows.
Messrs. Toynbee, Larken, & Toynbee, of Lincoln; and Messrs. Stileman, Neate, & Toynbee, of London.

Sam Lomas Coupe.
Mr. James Richard Hartley, of Rochdale.

George Thomas Devonshire.
Mr. Alexander Silk Crowther Doyle, of London.

Charles Copeley Harding.
Messrs. Harding & Son, of Birmingham; and Messrs. Le Brasseur & Oakley, of London.

Frederick Jackson.
Mr. Jesse Hind, of Nottingham.

Lawrence Jones.
Messrs. George, Son, & Davies, of Cardigan; and Messrs. Batesons, Warr & Wimshurst, of Liverpool.

Charles Albert Morton Lightly.
Messrs. Hansells & Hales, of Norwich and Cromer; and Messrs. Field, Roscoe, & Co., of London.

Edward Arthur Mammatt.
Mr. David Hale, of the firm of Messrs. Smith, Mammatt, & Co., of Ashby-de-la-Zouch; and Messrs. Kingsford, Dorman, & Co., of London.

William Edward Monies, B.A., LL.B.
Messrs. Sharpe, Parker, Pritchards, & Barham, of London.

George Reade, B.A., LL.B.
Mr. Henry Lister Reade, of Congleton; and Messrs. G. F. Hudson, Matthews, & Co., of London.

Ernest Edwin Ruston.
Mr. Alan Clarke Margetts, of the firm of Messrs. H. C. Margetts & Son, Chatteris, Cambridgeshire.

George Martin Schmidt.
Mr. Charles Russell, of the firm of Messrs. Day, Russell, & Brougham, of London.

Bertram Silverston, B.A., LL.B.
Mr. Joseph Bennett Clarke, of Birmingham; and Messrs. H. Tyrrell & Son, of London.

Cecil Plumbe Smith.
Messrs. Walker, Smith, & Way, of Chester.

Edgcombe Stevens.
Mr. Thomas Henry Phillips, of the firm of Messrs. Shardon & Phillips, of Plymouth.

Henry George Waterson.
Mr. Frederick Arnold Baker, of the firm of Messrs. Baker & Nairne, of London.

Harold Watson.
Mr. Henry Watson, of Middlesborough; and Messrs. Helder, Roberts, Son, & Walton, of London.

Edward Reginald Willett.
Mr. William Harvey Druitt, of the firm of Messrs. J. & W. H. Druitt, of Bournemouth; and Messrs. Lovell, Son, & Pitfield, of London.

Alfred Withers.
Mr. Charles Everett, of London.

THIRD CLASS.

[In Alphabetical Order.]

Eustace Henry Melville Talbot Baines, LL.B.
Messrs. Bromet & Sons, of Tadcaster; and Messrs. Torr & Co., of London.

Eustace Heywood Barchard.
Messrs. Janson, Cobb, Pearson, & Co., of London.

Arthur Hamilton Bardswell.
Messrs. Burton, Yeates, & Hart, of London.

John Robson Bell.
Mr. John Thomas Proud, of Bishop Auckland.

Harold Close Blackmore, B.A., LL.B.
Mr. Henry Turton Norton, of the firm of Messrs. Norton, Rose, Norton, & Co., of London.

Alan Penrose Coode, LL.B.
Mr. William Coode, of St. Austell.

Albert Ward Drury.
Mr. Everatt Hind, of the firm of Messrs. Hind & Son, of Goole.

Andrew Charles Lancelot Durham.
Mr. Charles Ellis Bird, of London; and Mr. John Durham, of the firm of Messrs. Durham & Carter, of London and Kingston-on-Thames.

Hugh Winkworth Fraser, B.A.
Mr. John Fraser, of the firm of Messrs. Fraser & Son, of London.

Edward Basil Graham Gilbert.
Mr. John Wilson Gilbert, of Norwich; and Messrs. Oldman, Clabburn, & Co., of London.

James Edward Garnons Lawrence.
Mr. George Francis Colborne, of the firm of Messrs. Ward, Colborne, & Coulman, of Newport, Mon.; and Messrs. Preston, Stow, & Preston, of London.

Henry Ernest Major.
Messrs. Reed & Cook, of Bridgwater.

Arthur Maule Oliver.
Mr. John Milton Leigh Criddle, of Newcastle-on-Tyne.

George Granville Parker.
Mr. John William Longbottom, of Halifax.

Digitized by Google

Samuel Parker.
Mr. Thomas Dodd, of the firm of Messrs. T. H. & T. Dodd, of Preston.

Percy John Preece, B.A.
Messrs. Waterhouse, Winterbotham, Harrison, & Harper, of London.

William Lewis Shepherd, B.A.
Messrs. Burch, Whitehead, & Davidsons, of London.

Charles Septimus Shortt.
Mr. Walter Charles James Shortt, of the firm of Messrs. Shortt, Fenwick, & Grey, of Newcastle-on-Tyne.

Edward Coleman Simmons.
Mr. Henry Lewis Arnold, of London.

Algernon John Durham Smith, M.A.
Mr. Ernest Edwin Meek, of the firm of Messrs. Lucas, Hutchinson, & Meek, of Darlington.

Charles Ernest Smith-Marriott, B.A.
Messrs. Hinds & Son, of Goudhurst, Kent; and Messrs. Lee, Ockerby, & Everington, of London.

Kenneth Edward Towler Wilkinson, B.A., LL.B.
Mr. William Wilkinson, of York; and Messrs. Iliffe, Henley, & Sweet, of London.

Albert George Ernest Wilson.
Mr. William Clifton, of Nottingham.

The Council of the Incorporated Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:—

To Mr. *Carpenter*—Prize of the Honourable Society of Clement's Inn—Value about 10*l.*; and the Daniel Reardon Prize—Value about 20 guineas.

To Mr. *Marks*—Prize of the Honourable Society of Clifford's Inn—Value 10 guineas.*

To Mr. *Langley*—Prize of the Honourable Society of New Inn—Value 10 guineas.*

To Mr. *J. Edgelow*—Prize of the Incorporated Law Society—Value 5 guineas.

To Mr. *C. Smith-Marriott*—The John Mackrell Prize—Value about 12*l.*

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

One Hundred and Eighteen Candidates gave notice for the Examination.

By Order of the Council.

E. W. Williamson,
Secretary.

* The amount available for this Prize at this Examination is as above stated.

Law Society's Hall, Chancery Lane, London,
24th July, 1896.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS PASS EXAMINATION, 1896.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of Students is requested to the following Rules:—

No Student shall receive from the Council the Certificate of Fitness for Call to the Bar required by the four Inns of Court unless he shall have passed a satisfactory Examination as follows:—

Candidates will be examined in the following subjects, in addition to Roman Law—

I. Law of Real and Personal Property.
II. Law of Contracts and Torts.
III. Principles of Equity.
IV. Evidence, Procedure, and Criminal Law.
V. Constitutional Law and Legal History.

Students have the option of passing the Examination in the subject of Roman Law, and in the subject of Constitutional Law and Legal History, or in either of such subjects separately from other subjects.

Students who present themselves for examination and whose papers show that they had no reasonable expectation of passing may be ordered not to be admitted for examination again until the expiration of such time as the Council may direct.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law;

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in *October* next, to which a Student of any of the Inns of Court who is desirous of becoming a Candidate for a Certificate of Fitness for being called to the Bar, or of passing the Examination in Roman Law (and or) Constitutional Law and Legal History, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 5th day of October* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in Roman Law (and or) Constitutional Law and Legal History under the above-stated Rule.

The Examination will commence on *Tuesday, the 13th day of October* next, and will be continued on the *Wednesday* and *Thursday* following.

It will take place in Gray's Inn Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

Tuesday Morning, 13*th October*, at Ten, on the Law of Real and Personal Property and Conveyancing.
Tuesday Afternoon, 13*th October*, at Two, on Law and Equity, first paper.
Wednesday Morning, 14*th October*, at Ten, on Law and Equity, second paper.

Digitized by Google

Wednesday Afternoon, 14*th October*, at Two, on Evidence, Procedure, and Criminal Law.

Thursday Morning, 15*th October*, at Ten, on Roman Law.

Thursday Afternoon, 15*th October*, at Two, on Constitutional Law and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in the LAW of REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Mortgages.
Settlements and Wills.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

SECOND PAPER.

Trusts.
Principles of Equity.
Administration of Assets on Death.
Partnership and Winding up of Companies.

The EXAMINERS in ROMAN LAW will examine in the following subjects:—

I. Law of Persons—Slavery; *Patria Potestas;* Husband and Wife; *Tutela; Cura.*
II. Law of Property—*Dominium; Possessio;* Servitudes, personal and prædial; *Emphyteusis;* Mortgage.
III. Law of Contract—Formal Contracts; Contracts *re;* Contracts for valuable consideration in money; Correality; Accessory Contracts; *Fidejussio; Mandatum; Pecunia Constituta;* Elements common to all Contracts.
IV. Delicts.
V. Wills, Legacies, and Trusts.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. The Constitutional History of England.

The EXAMINERS in EVIDENCE, PROCEDURE, CIVIL and CRIMINAL, and CRIMINAL LAW will examine in the following subjects:—

The Elements of Procedure, Civil and Criminal.
The Elements of Evidence.
Criminal Law.

The above subjects will be examined upon so far only as treated in the Lectures and Classes since Trinity Term, 1894.

The Awards upon the Michaelmas Pass Examination will be published at the Office of the Council, Lincoln's Inn Hall, on Monday, 2nd November, at 5.30 p m.

NOTE.—The Hilary Pass Examination will be held in the Middle Temple Hall, 15th, 16th, and 17th December.

Last day for entry of names, Monday, 7th December.

MACNAGHTEN,
Chairman of Council of Legal Education.

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
21*st July*, 1896.

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Just published. Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 & 60 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
14	*Short Titles Act* 1896	July 20	Not specified.
15	*Diseases of Animals Act*, 1896	July 20	January 1, 1897.
16	*Agricultural Rates Act*, 1896	July 20	Not specified.
17	*Glasgow Parliamentary Divisions Act*, 1896	July 20	Not specified.
18	*Fisheries (Norfolk and Suffolk) Act*, 1896	July 20	Not specified.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Aug. 10	Mr. Pemberton	Mr. Jackson	Mr. Leach	Mr. Farmer	Mr. Carrington	Mr. Beal	Monday, Aug. 10
Tuesday „ 11	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Tuesday „ 11
Wednesday „ 12	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Wednesday „ 12

*** *The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.*

RULES OF THE SUPREME COURT.

The following draft Rule of the Supreme Court is published pursuant to the Rules Publication Act, 1893:—

ORDER XVI.—Rule 1.

Substitute the following for the first sentence of the existing Rule ending with the word "alternative":—

All persons may be joined in one action as plaintiffs, in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly severally or in the alternative, where if such persons brought separate actions any common question of law or fact would arise; provided that, if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial of the action, the Court or a Judge may order separate trials, or make such other order as may be expedient. And judgment may be given for such one, &c.

THE BANKRUPTCY ACTS, 1883 AND 1890.

Whereas by an Order made by the Board of Trade on the 31st day of March, 1890, George Wreford was appointed to be an Official Receiver of the Bankruptcy District of the High Court, and by such Order it was (inter alia) directed that as regards all Bankruptcy proceedings in which the initial of the first surname of the debtor or debtors was any of the letters A to De, the said George Wreford should be constituted Official Receiver of the estate of the debtors in such proceedings.

And whereas the said George Wreford has resigned his said office of Official Receiver. Now therefore the Board of Trade do hereby appoint Edwin Leadam Hough to be Official Receiver of Debtors' Estates for the said Bankruptcy District of the High Court, in succession to the said George Wreford, as from the 31st day of July, 1896, being the date on which the said George Wreford vacates his said office. And it is hereby further ordered:

(*a*) As regards the bankruptcy proceedings instituted under the Bankruptcy Act, 1883, which at the said last-mentioned date are pending in the High Court, and in which the said George Wreford was or is constituted Official or Interim Receiver, that the said Edwin Leadam Hough shall be the Official Receiver of the estates of the debtors in such proceedings, and discharge the duties of Official Receiver in relation to such estates in immediate succession to the said George Wreford, in addition to the similar duties already devolving on the said Edwin Leadam Hough in respect of bankruptcy proceedings in which the initial of the first surname of the debtor or debtors is any of the letters Ke to Ri.

(*b*) As regards all bankruptcy proceedings which from and after the vacation of his office by the said George Wreford shall be instituted in or be transferred to the High Court under the Bankruptcy Acts, 1883 and 1890, that the said Edwin Leadam Hough shall, in respect of the said bankruptcy proceedings in which the initial of the first surname of the debtor or debtors is any of the said letters A to De and Ke to Ri, be the Official Receiver who shall be constituted Official Receiver of the estates of the debtors in such proceedings.

Dated this 30th day of July, 1896.

Chas. T. Ritchie,
President.

Digitized by Google

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 27th day of July, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice North (1895—V.—No. 365).

The Hon. Mabel Eveline Vereker *v.* The Addison Club, Limited.

HALSBURY, *C.*

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

NOTICE.

During the Vacation until further notice:—All applications *which may require to be immediately or promptly heard* are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Chitty, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any Case of urgency*, to the Judge by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice North will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Chitty will, until further notice, hear urgent Summonses which may be adjourned to him in his Private Room, No. 640, in the Royal Courts of Justice (Carey Street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN' BENCH CHAMBER BUSINESS.—Mr. Justice Chitty will, until further notice, sit for the disposal of Queen's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the Day's List, but not earlier than the time at which the Section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in Court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

N.B.—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On *Monday*, the 17th August, and on the same day in every succeeding week during the Vacation, the Registrar in attendance will see Solicitors requiring *alterations necessary in Orders to be acted on by the Paymaster;* but the Order, and any necessary Papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his Seat not later than 12 o'clock on the previous Saturday.

Chancery Registrars' Chambers,
Royal Courts of Justice,
1*st August*, 1896.

Now ready. Third Edition, revised to date. Demy 8vo., cloth, price 16s.

LEADING CASES IN MODERN EQUITY.

By THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; *Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act,* 1883; *and Lecturer in Equity to the Incorporated Law Society.*

THIRD EDITION, thoroughly revised. By J. D. ROGERS, B.C.L., of the Inner Temple, and J. M. DIXON, of the Inner Temple, Barristers-at-Law.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Now ready. Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Now ready. Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Now ready. Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Just published. Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Now ready. Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. GARRETT, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered. . . . While the work appeals more particularly to members of the legal profession, 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said: "Mr. Garrett's book . . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of uncommon merit."

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the new duty."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &C.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe, May 26, 1896.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work second to none."—*Law Notes, June, 1896.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 & 60 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
19	*Public Health Act*, 1896	August 7	On expiration of three months from the passing.
20	*Public Health (Ports) Act*, 1896	August 7	Not specified.
21	*Liverpool Court of Passage Act*, 1896	August 7	Not specified.
22	*Chairmen of District Councils Act*, 1896	August 7	Not specified.
23	*Public Offices (Westminster) Site Act*, 1896	August 7	Not specified.
24	*Edinburgh General Register House Act*, 1896	August 7	Not specified.
25	*Friendly Societies Act*, 1896	August 7	January 1, 1897.
26	*Collecting Societies and Industrial Assurance Companies Act*, 1896.	August 7	January 1, 1897.

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

NOTICE.

During the Vacation until further notice:—All applications *which may require to be immediately or promptly heard* are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Chitty, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any Case of urgency*, to the Judge by post or rail, presaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice North will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Chitty will, until further notice, hear urgent Summonses which may be adjourned to him in his Private Room, No. 640, in the Royal Courts of Justice (Carey Street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN' BENCH CHAMBER BUSINESS.—Mr. Justice Chitty will, until further notice, sit for the disposal of Queen's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the Day's List, but not earlier than the time at which the Section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in Court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

N.B.—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On *Monday* the 17th August, and on the same day in every succeeding week during the Vacation, the Registrar in attendance will see Solicitors requiring *alterations necessary in Orders to be acted on by the Pay-*

Digitized by Google

master; but the Order, and any necessary Papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his Seat not later than 12 o'clock on the previous Saturday.

Chancery Registrars' Chambers,
Royal Courts of Justice,
1*st August*, 1896.

COUNCIL OF LEGAL EDUCATION.

The Council have appointed Arthur Underhill, Esq., LL.D., Reader of the Law of Real and Personal Property in the place of Sir Howard Elphinstone, Bart.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Charles Steventon Barton and Harold Thomas Kearsey (Barton & Kearsey), Solicitors, Great Grimsby, Lincoln, by mutual consent as from Aug. 1.

Hermann Rudolf Schmettau and Sydney Rutherford Ancrum (Hays, Schmettau & Ancrum), Solicitors, 31, Abchurch Lane, by mutual consent on retirement of Sydney Rutherford Ancrum as from June 30. The said Hermann Rudolf Schmettau will continue the business under the style of Hays, Schmettau & Ancrum.

Edward Scott, Harry Scott, and Thomas King Warhurst (Scott & Warhurst), Solicitors, Herne Bay and Whitstable, Kent. Oct. 4, 1895.

APPOINTMENTS.

Aug. 10. The Queen has been pleased, by Warrant under Her Majesty's Royal Sign Manual, bearing date the 6th instant, to appoint William Robert McConnell, Esq., Barrister-at-Law, to be Chairman of Quarter Sessions for the County of London, in the room of Sir Peter Henry Edlin, Q.C., resigned.

Aug. 10. The Queen has been pleased, by Warrant under Her Majesty's Royal Sign Manual, bearing date the 6th instant, to appoint Richard Loveland Loveland, Esq., Barrister-at-Law, to be Deputy Chairman of Quarter Sessions for the county of London.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(*Of the Legacy Duty Office, Somerset House*),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 & 60 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
27	*London Cab Act*, 1896	August 7	Not specified.
28	*Finance Act*, 1896	August 7	Part IV. of Act, July 1, 1896. As to other Parts not specified.
29	*Bishopric of Bristol Amendment Act*, 1896	August 7	Not specified.
30	*Conciliation Act*, 1896	August 7	Not specified.
31	*Housing of the Working Classes Act*, 1890, *Amendment (Scotland) Act*, 1896.	August 7	Not specified.
32	*Orkney and Zetland Small Piers and Harbours Act*, 1896.	August 14	Not specified.
33	*Royal Naval Reserve Volunteer Act*, 1896	August 14	Not specified.
34	*Railways (Ireland) Act*, 1896	August 14	Not specified.
35	*Judicial Trustees Act*, 1896	August 14	May 1, 1897.
36	*Locomotives on Highways Act*, 1896	August 14	On expiration of three months from passing.
37	*Agricultural Rates, Congested Districts, and Burgh Land Tax Relief (Scotland) Act*, 1896.	August 14	In force for five years after March 31, 1897.
38	*Uganda Railway Act*, 1896	August 14	Not specified.
39	*Expiring Laws Continuance Act*, 1896	August 14	Not specified.
40	*Telegraph (Money) Act*, 1896	August 14	Not specified.
41	*Local Taxation (Ireland) Estate Duty Act*, 1896	August 14	In force for five years from March 31, 1897.
42	*Public Works Loans Act*, 1896	August 14	Not specified.
43	*Coal Mines Regulation Act*, 1896	August 14	Not specified.
44	*Truck Act*, 1896	August 14	January 1, 1897.
45	*Stannaries Court (Abolition) Act*, 1896	August 14	January 1, 1897.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Wednesday, the 12th day of August, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1896—C.—No. 1262).

In re The Carrara Marble Company, Limited.
Edward Archer *v.* The Carrara Marble Company, Limited.

HALSBURY, *C.*

PROFESSIONAL PARTNERSHIP DISSOLVED.

James Tuck Withers and John James Withers (Withers & Withers), Solicitors, Maltravers House, Arundel Street, Strand, by mutual consent as from Aug. 14.

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

NOTICE.

During the Vacation until further notice:—All applications *which may require to be immediately or promptly heard*, are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice CHITTY, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal

Digitized by Google

Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGES NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any Case of urgency*, to the Judge by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice North will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Chitty will, until further notice, hear urgent Summonses which may be adjourned to him in his Private Room, No. 640, in the Royal Courts of Justice (Carey Street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Chitty will, until further notice, sit for the disposal of Queen's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the Day's List, but not earlier than the time at which the Section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in Court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

N.B.—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On *Monday* the 17th August, and on the same day in every succeeding week during the Vacation, the Registrar in attendance will see Solicitors requiring *alterations necessary in Orders to be acted on by the Paymaster*; but the Order, and any necessary Papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his Seat not later than 12 o'clock on the previous Saturday.

Chancery Registrars' Chambers,
Royal Courts of Justice,
1st *August*, 1896.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir Reginald F. D. Palgrave, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by Alfred Bonham-Carter, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. Moore, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*

"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe, May 26, 1896.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that he was second to none."—*Law Notes, June, 1896.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

NOW READY. Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*

"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have given what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

STATUTES.

SESSION 1896—59 & 60 VICT.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
46	*Appropriation Act*, 1896	August 14	Not specified.
47	*Land Law (Ireland) Act*, 1896	August 14	Not specified.
48	*Light Railways Act*, 1896	August 14	Not specified.
49	*Law Agents (Scotland) Act, Amendment Act*, 1896	August 14	Not specified.
50	*Poor Law Officers' Superannuation Act*, 1896	August 14	Immediately after September 29, 1896.
51	*Vexatious Actions Act*, 1896	August 14	Not specified.
52	*Larceny Act*, 1896	August 14	Not specified.
53	*Labourers (Ireland) Act*, 1896	August 14	November 1, 1896.
54	*Public Health (Ireland) Act*, 1896	August 14	Not specified.
55	*Quarter Sessions (London) Act*, 1896	August 14	Not specified.
56	*Wild Birds Protection Act*, 1896	August 14	Not specified.
57	*Burglary Act*, 1896	August 14	Not specified.
58	*West Highland Railway Guarantee Act*, 1896	August 14	Not specified.
59	*Baths and Washhouses Act*, 1896	August 14	Not specified.

SUPREME COURT FUNDS RULES, 1894.

Rule 41A. Where a Company desires to lodge money in Court under the Life Assurance Companies (Payment into Court) Act, 1896, there shall be annexed to the affidavit directed to be made by Order LIV. C., Rule 1 of the Rules of the Supreme Court or any substituted rule, a lodgment schedule stating the title and address of the Company, the amount of the money proposed to be lodged, and the ledger credit to which it is to be placed, such ledger credit shall be as follows, with any necessary variations:—In the matter of the Policy No. ——— of the ——— Company. An office copy of the schedule is to be left with the Paymaster.

On receipt by the Paymaster of any subsequent notice of claim transmitted by such Company pursuant to their undertaking referred to in sub-section (*e*) of the said rule, he shall retain the same and make an entry thereof in his books; and on any certificate of the fund to which such notice refers he shall notify the name of the person giving such notice and the date thereof.

The Paymaster shall also, upon such request as is mentioned in Rule 100, and upon payment of the same fee as is payable for a transcript under that rule, supply a copy of such notice.

Signed and certified to be urgent.

HALSBURY *C.*

August 10, 1896.

We concur,

H. T. ANSTRUTHER,
W. H. FISHER,
Commissioners of Her Majesty's Treasury.

COUNCIL OF LEGAL EDUCATION.

PROSPECTUS OF LECTURES AND CLASSES

DURING

MICHAELMAS EDUCATIONAL TERM, 1896.

CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.

Reader . . . . . J. P. WALLIS, ESQ.

During Michaelmas Term the READER proposes to deliver Lectures on the Law and Custom of the Constitution affecting:—

THE CROWN AND THE EXECUTIVE.

I. The Crown — Succession—Allegiance — The Civil List and Pension Acts—The Royal Family.
II. The Prerogative — Historical Retrospect — Limitations and Manner of Exercise—The Councils of the Crown.
III. The Prime Minister and the Cabinet—Their relations to the Crown, to Parliament, and to the Constituencies.
IV. The Ministers of the Crown and their Departments—The Prerogative with regard to War, Peace, and Treaties—The Permanent Civil Service.
V. Taxation—Leading Cases and Statutes—Annual and Permanent Taxes—The Receipt and Expenditure of the Revenue.
VI. The Naval and Military Forces—Martial Law.
VII. The Colonies — Constitutions — Responsible Government — Colonial Governors—Relations with Home Government.

The READER will also continue his Classes in Constitutional History, beginning with the Revolution.

Digitized by Google

The first Lecture will be delivered on Thursday, 29th October, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Friday, 30th October, at 3 o'clock, and the subsequent Classes on Tuesdays at 3 o'clock, Thursdays at 11 o'clock, and Fridays at 3 o'clock.

ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.

Reader . . . . . W. A. Hunter, Esq.
Assistant Reader . . J. E. C. Munro, Esq.

During Michaelmas Term the Reader proposes to deliver Lectures and hold Classes as follows:—

SENIOR LECTURES.

I. The Sphere of Jurisprudence considered—Critical Analysis of the notions, "State," "Sovereignty," "Law"—Examination of the views of Austin and Sir Henry Maine.
II. The Nature of "Rights"—Classifications of Law—Consideration of the divisions into Public Law and Private Law, Civil and Criminal Law, Law of Persons and Law of Things.
III. Definitions of Leading Terms: Person, Thing, Act, Event, Culpa, Dolus, Intention, Malice, Negligence, Dominium, Possessio, Easement, Servitus, Status, Contract.
IV. Facts—Investitive and Divestitive of Rights and Duties.
V. The Codification of Law—Examples of Codes, ancient and modern.

In the Senior Class, the Reader will discuss the historical evolution of legal notions, under the heads: History of the notion of Sovereignty; Development of legal remedies in place of self-redress; The growth of courts of law and legal procedure; History of the Law of Evidence; History of the Law of Property and of Alienation; History of the Law of Contracts, and of Wills and universal succession. The Reader will refer, among other works, to the writings of Sir Henry Maine, Dr. Hearn's "Aryan Household," "La Cité Antique," by M. Fustel de Coulanges, and the historical chapters in Hunter's "Roman Law."

JUNIOR LECTURES.

The Reader will deliver six Lectures on the Roman Law of Persons:—

I. Introductory Lecture: The Institutes of Justinian.
II. Slavery; its features and place in Roman Law.
III. The constitution of the legal family; *Patria Potestas.*
IV. The status of married women, and their rights to property.
V. *Tutela* and *Cura.*

The Assistant Reader will, in his Class, discuss in detail those portions of the Institutes of Justinian that bear on the Law of Property, with special reference to Dominium, Possessio, Servitus, Emphyteusis, and Pignus.

The first Senior Lecture will be delivered on Wednesday, 28th October, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Thursday, 29th October, at 12 o'clock; and the subsequent Senior Classes at the same hour on Tuesdays and Thursdays.

The first Junior Lecture will be delivered on Friday, 30th October, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Junior Class will be held on Saturday, 31st October, at 11 o'clock, and the subsequent Junior Classes on Mondays at 10 o'clock, Tuesdays at 11 o'clock, and Saturdays at 11 o'clock.

THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.

Reader . . . . . A. Underhill, Esq.
Assistant Reader . . John Gent, Esq.

During Michaelmas Term the Reader proposes to deliver Lectures and hold Classes on the following subjects:—

SENIOR LECTURES.

Personal Settlements.

I. Nature of Settlements.
II. Settlements of land and money distinguished. Method of settling land as money and *vice versâ*. Provisions of Settled Land Acts as to Settlements in trust for sale.
III. Analysis of Settlement of personalty on marriage. Methods of vesting property in Trustees. Covenants for title by Settlor.
IV. Conveyance by way of trust for sale. Wife's after-acquired property. Annuity.
V. Policy of Assurance.
VI. Investment clause. Statutory power of investment.
VII. Trustees lending money on mortgage. Power to invest in land.
VIII. Receipt clause. Powers to apportion blended trust funds, and to arrange and compromise.
IX. Life interests—husband—wife—determinable—protected.
X. Provisions for children.
The power of appointment.
Trusts in default of appointment.
Hotchpot.
Maintenance.
Advancement.
XI. Deed exercising power of appointment.
XII. Ultimate trusts of husband's fortune.
Ultimate trusts of wife's fortune.
XIII. Trustee clauses.
XIV. Appointment of new trustees.
XV. Indemnity and reimbursement of trustees.

JUNIOR LECTURES.

Devolution of Property on Death, including Wills.

I. Descent and purchase distinguished.
II. Descent of real estate.
(*a*) Fee simple.
(*b*) Fee tail.
III. The Rule in Shelley's Case.
IV. Devise to heir.
V. Beneficial interest in personalty on intestacy.
VI. Nature and form of a will.
VII. From what time it speaks.
VIII. Domicile of testator.
IX. Effect of probate or letters of administration.
X. Legacies—general—specific—demonstrative.
XI. How charged on land.
XII. Meaning of "vested" and "contingent" legacies.
XIII. Residue.
XIV. Lapse.
XV. Conversion, effect of total or partial failure of.
XVI. Meaning of "children," "issue"; where they are words of limitation.
XVII. Gifts to children.

The first Senior Lecture will be delivered on Wednesday, 28th October, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Senior Class will be held on Friday, 30th October, at 3 o'clock, and the subsequent Senior Classes at the same hour on Tuesdays and Fridays.

The first Junior Lecture will be delivered on Wednesday, 28th October, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Friday, 30th October, at 1 o'clock, and the subsequent Junior Classes at the same hour on Mondays, Tuesdays, and Fridays.

Note.—In the Senior Classes practical instruction in Conveyancing (including the perusal of Abstracts) will be given.

LAW AND EQUITY.

Reader . . . . . Edmund Robertson, Esq., Q.C.
Assistant Reader . . J. A. Hamilton, Esq.

During Michaelmas Term the Reader proposes to deliver Lectures and hold Classes on the following subjects:—

Digitized by Google

SENIOR LECTURES.

NEGOTIABLE INSTRUMENTS.

I.

(*Negotiable Instruments Generally.*)

Principles and illustrations.

II.

(*The Bills of Exchange Act*, 1882.)

(1) Bills of Exchange.
Form of the instrument.
Parties.
Value.
Negotiation and transfer.
Liabilities of parties.
Discharge.
(2) Promissory notes and cheques.

III.

(*Instruments not within the Bills of Exchange Act*, 1882.)

Instruments recognised as negotiable.
Doubtful cases.

The same Subjects will be dealt with in Class.

JUNIOR LECTURES.

REQUISITES OF SIMPLE CONTRACTS.

I. APART FROM STATUTE. General conception of contract in English Law. Essential elements of contract.
(1) The Assent of Parties. Mistake (as excluding true consent).
(2) Consideration.
(3) Promise.
(4) Capacity of Parties.—(A) *Infants.* (B) *Married Women.* (C) *Lunatics, etc.* (D) *Corporations.*
(5) Lawfulness.

II. STATUTORY REQUISITES.
(1) Statute of frauds (sec. 4).
(2) Other statutory requisites.

The ASSISTANT READER will hold Classes on "The Carriage of Passengers and Goods on Land and Sea."

The first Senior Lecture will be delivered on Thursday, 29th October, at 2 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Senior Class will be held on Monday, 2nd November, at 2 o'clock, and the subsequent Senior Classes at the same hour on Wednesdays and Mondays.

The first Junior Lecture will be delivered on Wednesday, 28th October, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Junior Class will be held on Thursday, 29th October, at 10 o'clock, and the subsequent Junior Classes on Saturdays at 10 o'clock, and Tuesdays and Thursdays at 10 o'clock.

Reader . . . . . A. HOPKINSON, ESQ., Q.C.
Assistant Reader . . O. A. SAUNDERS, ESQ.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes as follows:—

SENIOR LECTURES.

PARTNERSHIP.

I. NATURE OF PARTNERSHIP.
Distinction between Partnership and Companies and other Associations.

II. & III. FORMATION OF PARTNERSHIPS AND RIGHTS OF PARTNERS INTER SE.
Partnership property. Lake *v.* Craddock.
Duties of partners to co-partners.
Retirement and expulsion of partners.
Assignment of shares in partnership.
Partners' lien.
Articles of partnership. Special clauses and their effect.

IV. & V. RELATIONS OF PARTNERS TO PERSONS DEALING WITH THEM
Extent of partners' authority.
Liability for contracts of co-partners.
Liability for torts of co-partners.
Joint and several liability. Kendall *v.* Hamilton.
Liability of estates of deceased partners.
Doctrine of "holding out."

VI. & VII. DISSOLUTION AND WINDING-UP OF PARTNERSHIPS.
Rights of partners after dissolution. Goodwill.
Actions for dissolution and account.
Mode of realising assets, taking accounts, and distributing estate.
Appointment of Receivers.

JUNIOR LECTURES.

MORTGAGES AND OTHER SECURITIES ON PROPERTY.

I. DIFFERENT KINDS OF MORTGAGES AND SECURITIES AND THEIR CREATION.
On land—Legal and Equitable Mortgages—Liens.
On Chattels—Bills of Sale—Pledges—Liens.
Debentures.
Registration of Securities.

II. REMEDIES OF THE MORTGAGEE.
Personal remedy against the debtor.
Foreclosure.
Sale.

III. PRIORITIES.
Doctrine of notice
Tacking.

IV. REDEMPTION.
Consolidation.

V. MARSHALLING.

VI. ACTIONS RELATING TO MORTGAGES.
Forms of judgments and orders.
Statutes of Limitation affecting mortgages.

In the Senior Classes on Mondays and Saturdays some of the above subjects will be treated in greater detail and illustrated by recent decisions.

The first Senior Lecture will be delivered on Friday, 30th October, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Junior Lecture will be delivered on Monday, 2nd November, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first Senior Class will be held on Monday, 2nd November, at 10 o'clock, and the subsequent Senior Classes at the same hour on Saturdays and Mondays.

The ASSISTANT READER will hold Classes on

SPECIFIC PERFORMANCE.

I. The jurisdiction distinguished and defined—Fundamental Conditions of Relief—The Relief must be (1) Necessary, (2) Possible, (3) Just, (4) Effectual.
II. Parties to the Action.
(Assignment—Sub-sale—Bankruptcy—Death—Agency).
III. Defences to the Action, relating to
(*a*) The person (incapacity of either party).
(*b*) The substance of the Agreement
(*e.g.*, Non-conclusion, Incompleteness, Uncertainty, Unfairness, Hardship, Inadequacy of consideration, Illegality, Invalidity).

Digitized by Google

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EDUCATIONAL TERM, 1896.

LECTURES and CLASSES to be held in the Hall and Lecture Room in LINCOLN'S INN, *to commence on Wednesday, 28th October, and be continued according to the subjoined Time Table until December 5th.*

	MONDAY.		TUESDAY.		WEDNESDAY.		THURSDAY.		FRIDAY.		SATURDAY.	
	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.
10—11	Mr. HOPKINSON. Class, First Class, 2nd Nov.	Mr. MUNRO, Class.	Mr. HAMILTON. Class.		Mr. HUNTER. Senior Lecture. First Lecture, 28th Oct.		Mr. HAMILTON. Class. First Class 29th Oct.		Mr. HUNTER. Junior Lecture. First Lecture, 30th Oct,		Mr. HOPKINSON. Class.	Mr. HARLUS Class.
11—12	Mr. SAUNDERS. Class.			Mr. MUNRO. Class.	Mr. SAUNDERS. Class. First Class. 28th Oct.			Mr. WALL'S. Class.	Mr. SAUNDERS. Class.		Mr. MUNRO. Class. First Class 31st Oct.	
12—1		Mr. UNDERHILL. Class.	Mr. HUNTER. Class.	Nr. UNDERHILL. Class.		Mr. UNDERHILL. Junior Lecture. First Lecture, 28th Oct.	Mr. HUNTER. Class. First Class. 29th Oct.			Mr. UNDERHILL. Class. First Class, 30th Oct.		Mr. HAR Class First Cl 31st Oc
1—2												
2—3	Mr. ROBERTSON. Class. First Class, 2nd Nov.		Mr. GENT. Class.		Mr. ROBERTSON. Class.		Mr. ROBERTSON. Senior Lecture. First Lecture, 29th Oct.		Mr. GENT. Class. First Class, 30th Oct.			
3—4		Mr. HENRY. Class.		Mr. WALLIS. Class.		Mr. ROBERTSON. Junior Lecture. First Lecture, 28th Oct.		MR. WALLIS. Lecture. First Lecture, 29th Oct.		Mr. WALLIS. Class. First Class 30th Oct.		
4—5	Mr. HOPKINSON. Junior Lecture. First Lecture, 2nd Nov.		Mr. HENRY. Class.		Mr. GENT. Senior Lecture. First Lecture, 28th Oct.		Mr. HENRY. Lecture. First Lecture, 29th Oct.		Mr. HOPKINSON. Senior Lecture. First Lecture, 30th Oct.			

The Lecture Room is the Old Hall, entrance in Old Buildings.

(*c*) The form of the Agreement
(Want of Seal—Statute of Frauds, etc.—Exception —Part performance).
(*d*) The subject-matter of the Contract
(Defects of Property—Defects of Title).
(*e*) The Defendant's misapprehension of the effect of the Contract
(Misrepresentation—Fraud—Mistake).
(*f*) Matter subsequent to the Contract
(Default—Delay—Rescission).
(*g*) The Jurisdiction. Possible injustice to Defendant
(Want of Mutuality—Complete Performance not enforceable).

IV. Waiver of Objections by Defendant.
V. Injunction and ancillary relief.
VI. Compensation and Damages.
VII. Miscellaneous matters (Interest — Rent — Deterioration — Deposit, etc.).

The first Class will be held on Wednesday, 28th October, at 11 o'clock, and the subsequent Classes at the same hour on Fridays, Mondays, and Wednesdays.

EVIDENCE, PROCEDURE, CIVIL AND CRIMINAL, AND CRIMINAL LAW.

Reader . . . . . A. HENRY, ESQ.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes on the following subjects:—

Digitized by Google

EVIDENCE.

DOCUMENTARY EVIDENCE:—

(1) Public Documents.
(2) Private Documents.
(3) The Admissibility of Parol Evidence to affect written instruments.

PROCEDURE.

(1) Appeals.
(2) Writs of Execution and Attachment.
(3) Interpleader.

CRIMINAL LAW.

(1) Principals and Accessories.
(2) The Effects of Infancy, Lunacy, Drunkenness, Coercion, Mistake, and Self-Defence.
(3) Offences against the Person.

The first Lecture will be delivered on Thursday, 29th October, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays.

The first Class will be held on Saturday, 31st October, at 12 o'clock, and the subsequent Classes on Mondays at 3 o'clock, Tuesdays at 4 o'clock, and Saturdays at 12 o'clock.

NOTE.—The Lectures are free to Members of the Bar.

Particulars as to Fees payable by gentlemen, not being Members of an Inn of Court, may be obtained upon application to the Clerk of the Council, Lincoln's Inn Hall, W.C.

MACNAGHTEN,
Chairman of Council of Legal Education.

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN,
August, 1896.

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

NOTICE.

During the Vacation until further notice:—All applications *which may require to be immediately or promptly heard* are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice CHITTY, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGES NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any Case of urgency*, to the Judge by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice NORTH will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice CHITTY will, until further notice, hear urgent Summonses which may be adjourned to him in his Private Room, No. 640, in the Royal Courts of Justice (Carey Street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice CHITTY will, until further notice, sit for the disposal of Queen's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the Day's List, but not earlier than the time at which the Section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in Court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

N.B.—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

NOTICE TO SOLICITORS.

(CHANCERY REGISTRARS' OFFICE.)

The Chancery Registrars' Office will be open daily. On *Monday* the 17th August, and on the same day in every succeeding week during the Vacation, the Registrar in attendance will see Solicitors requiring *alterations necessary in Orders to be acted on by the Paymaster;* but the Order, and any necessary Papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his Seat not later than 12 o'clock on the previous Saturday.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE,
1st August, 1896.

Digitized by Google

THE LATE DR. RUDOLPH VON GNEIST.

NOW READY. Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Now Ready, Second Edition, demy 8vo., cloth, 25s.

DARBY and BOSANQUET

ON THE

STATUTES OF LIMITATIONS

IN

ENGLAND AND IRELAND.

SECOND EDITION.

BY

F. A. BOSANQUET, Q.C., and J. R. V. MARCHANT, Barrister-at-Law.

"Twenty-six years have elapsed since the appearance of Darby and Bosanquet's Treatise on the Statutes of Limitations. During this period that work has held the field, no other very satisfactory dissertation on the subject of it having been produced. The result of this delay in the preparation of a second edition has been to compel the practitioner to consult special handbooks in all cases in which the law since 1867 has been altered by statute or by decision. And in the interval since that date at least two important Acts of Parliament—the Real Property Limitation Act of 1874, and the Trustee Act, 1888—and a mass of judicial opinion, have combined to alter, modify, or settle many points relating to the limitation of actions. In the meantime Mr. Darby has died, and Mr. Marchant has become the colleague of Mr. Bosanquet. The legal profession is to be congratulated upon the possession of a work, which, after a careful examination of its statements and comments upon difficult questions, appears to us to supply a long-felt want—the want of a reliable guide to a very intricate and far-reaching branch of English jurisprudence. The plan of the new edition follows substantially that of its predecessor, but we are not surprised that, having regard to the causes already mentioned, it has become necessary, as the authors state, to re-write the entire book."—*Law Quarterly Review.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, 27, FLEET STREET, E.C.

Digitized by Google

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. Moore, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Second Edition, thoroughly revised. Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends and the criticism of his reviewers by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new edition is up to date, and is altered to include the legislation of last session."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

THE BANKRUPTCY RULES, 1886 AND 1890.

GENERAL RULE MADE PURSUANT TO SECTION 127 OF THE BANKRUPTCY ACT, 1883.

(1.) [*Costs of solicitor to Petitioning Debtor*].—There shall be added to No. III. (Special Costs) of the Scale of Solicitors' Costs contained in Part II. of the Appendix to the Bankruptcy Rules, 1886, the following item, which shall be deemed to form part of such scale:—

Where the Solicitor to the Petitioning Debtor resides at a distance there shall be allowed, in addition to the items specified in No. 1 of the scale for the attendance on presentation of the petition either by the Solicitor or by an agent, such sum as the Taxing Officer thinks reasonable, not exceeding—

	£	s.	d.
In summary cases	0	12	0
In other cases	1	0	0

The allowance in summary cases shall not be subject to any reduction under Rule 112 (2).

(2.) This rule shall come into operation on the 1st day of September, 1896, and shall apply to all petitions presented after the said day.

(3.) This rule may be cited with the Bankruptcy Rules, 1886 to 1890, as Rule 112B.

Dated the 19th day of August, 1896.

(Signed) HALSBURY, *C.*

I concur,

(Signed) CHAS. T. RITCHIE,
President of the Board of Trade.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 24th day of August, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice NORTH (1896—M.—No. 2261).

In re The Mayfair Property Company, Limited.
Herbert Henry Bartlett (Plaintiff) *v.* The Mayfair Property Company, Limited (Defendants).

Mr. Justice STIRLING (1896—D.—No. 1263).

In re The Duval Restaurants for London, Limited.
Fredrick Richmond Pottage (Plaintiff) *v.* The Duval Restaurants for London, Limited (Defendants).

HALSBURY, *C.*

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

NOTICE.

During the Vacation until further notice:—All applications *which may require to be immediately or promptly heard* are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice CHITTY, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGES NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any Case of urgency*, to the Judge by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The Chambers of Mr. Justice NORTH will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice CHITTY will, until further notice, hear urgent Summonses which may be adjourned to him in his Private Room, No. 640, in the Royal Courts of Justice (Carey Street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice CHITTY will, until further notice, sit for the disposal of Queen's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the Day's List, but not earlier than the time at which the Section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in Court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.

Digitized by Google

IV.—Thursday, November 19th.

Privilege. Absolute Privilege: (a) Parliamentary Proceedings. (b) Judicial Proceedings. (c) Acts of State.

Anderson v. *Gorrie and Others*, (1895) 1 Q. B. 668.
Chatterton v. *Secretary of State for India in Council*, (1895) 2 Q. B. 189.

Qualified Privilege. Both the defendant and the person to whom he made the communication must have either an interest in the subject-matter, or some duty to perform in connection with it.

Jenoure v. *Delmege*, (1891) A. C. 73.
Hebditch v. *MacIlwaine and Others*, (1894) 2 Q. B. 54.
Stuart v. *Bell*, (1891) 2 Q. B. 341.
Pullman and Another v. *Hill & Co.*, (1891) 1 Q. B. 524.
Boxsius v. *Goblet Frères and Others*, (1894) 1 Q. B. 842.
Andrews v. *Nott Bower*, (1895) 1 Q. B. 888.

V.—Thursday, November 26th.

Fair And Accurate Reports of (a) Judicial Proceedings, (b) Parliamentary Proceedings, (c) Proceedings at a public meeting; 44 & 45 Vict. c. 60, s. 2: and 51 & 52 Vict. c. 64, s. 4.

Kimber v. *The Press Association*, (1893) 1 Q. B. 65.
MacDougall v. *Knight & Son* (1886), 17 Q. B. D. 636, C. A.; (1889), 14 App. Cas. 194, H. L.
Purcell v. *Sowler* (1876), 1 C. P. D. 781; (1877), 2 C. P. D. 215, C. A.
Pankhurst v. *Sowler* (1886), 3 Times L. R. 193.
Kelly v. *O'Malley and Others* (1889), 6 Times L. R. 62.

VI.—Thursday, December 3rd.

Criminal Law. The publication of a libel is a crime: so is the attempt to publish a libel. Two criminal remedies for libel: Indictment; Information. Will an indictment lie in every case in which the words are actionable? Blasphemous Words. Obscene Words Seditious Words. The Printing-press regarded as a danger to the State. Censorship. Fox's Libel Act (32 Geo. III. c. 60). Freedom of the Press.

R. v. *Labouchere* (1884), 12 Q. B. D. 320.
R. v. *Collins* (1839), 9 C. & P. 456.
R. v. *A. M. Sullivan* (1868), 11 Cox, C. C. 44.

The Lectures will be open to all Members of the Inns of Court free, and to gentlemen Non-Members on payment of a Fee of One Guinea for the Course.

Tickets for Non-Members to be obtained at the Office of the Council, Lincoln's Inn Hall, W.C.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Clement Cheese and Edward Frederick Green (Clement Cheese & Green), Solicitors, 123, Pall Mall, dissolved from Sept. 29. The said Clement Cheese will continue business at 123, Pall Mall; the said Edward Frederick Green will practise at 16, Charles Street, St. James's.

Edward Mountford Coleman and William Stephen Tunbridge (Coleman & Tunbridge), Solicitors, Redditch, Worcester, by mutual consent. Sept 29.

George Saunders Jacobs and Ernest Bruce Millar (G. R. Browne & Co.), Solicitors, 3, Church Court, Old Jewry, dissolved by Order of Court as from Aug 1.

Sidney Francis St. Jermain Steadman, Bertram Benjamin Van Praagh, Harold Gilmore Campion, and Harold Solomon Simmons (Steadman, Van Praagh, Campion & Simmons), Solicitors, 23, Old Broad Street, by mutual consent as from Sept 4. Messieurs Steadman and Van Praagh will carry on business at 23, Old Broad Street, and Messieurs Campion and Simmons will carry on business at 90 and 91, Queen Street, E.C.

Arthur Webster and Claude Wathew Mylchreest (Arthur Webster & Mylchreest), Solicitors, 20, North John Street, Liverpool, dissolved as from Oct 3.

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

With Precedents of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe.*
"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes.*

London: WILLIAM CLOWES AND SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

London: WILLIAM CLOWES AND SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

HOUSE OF LORDS.—Session 1896.—No. 1.

List, as far as possible, of EFFECTIVE *Causes only.*

SITTINGS FOR JUDICIAL BUSINESS DURING PROROGATION.

The Sittings commence on November 12.

CAUSES STANDING FOR HEARING.

Set down—Session 1896.

Royal Insurance Company *v.* Watson	England.
Lord Sudeley and others *v.* The Attorney-General	England.
Clarke *v.* Earl of Dunraven ("The Valkyrie")	England.
Gibbon *v.* Macrory	England.
North British Railway Company *v.* North Eastern Railway Company	Scotland.
Rickmann *v.* Thierry and another	England.
Lord Advocate *v.* Fleming or Robertson and another	Scotland.
Bramming (Pauper) *v.* Odhams Brothers, Limited	England.
Governments Stock and other Securities Investment Company, Limited *v.* Manila Railway Company, Limited, and others	England.
Nevill *v.* Fine Art and General Insurance Company, Limited	England.
McNab *v.* Robertson and others	Scotland.
Clutton and others *v.* George Attenborough and Son	England.
North Western Bank, Limited *v.* Lingfield Steamship Company, Limited	England.
Ogston *v.* Aberdeen District Tramways Company	Scotland.
Chastey and another *v.* Ackland	England.
Van Grutten *v.* Foxwell and others (Original and Cross Appeals)	England.

CAUSES WAITING FOR JUDGMENT.

Allen *v.* Flood and another	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Cory Brothers and Co., Limited *v.* The Turkish Steamship "Mecca"	Lord Chancellor. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand.
Welton *v.* Saffery	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Davey.
Salomon (Pauper) *v.* A. Salomon and Company, Limited (Original and Cross Appeals)	Lord Chancellor. Lord Watson. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Davey.
Earl Russell *v.* Countess Russell (Cross Appeal)	Lord Chancellor. Lord Watson. Lord Hobhouse. Lord Ashbourne. Lord Herschell. Lord Macnaghten. Lord Morris. Lord Shand. Lord Davey.
Currie *v.* McKnight	Lord Chancellor. Lord Watson. Lord Herschell. Lord Morris. Lord Shand.
Reimann Brothers *v.* Siddeley and Company (Part considered)	Lord Chancellor. Lord Macnaghten. Lord Morris. Lord Shand.

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896.

THE COURT OF APPEAL.

SPECIAL NOTICE.

The Court of Appeal will not sit to take any Business in Court in either Branch of it on Saturday, the 24th October, but will take Interlocutory Business in both Courts, Nos. I. and II., on Monday, the 26th, on the arrival of the Judges at the Courts.

Appeal Court I.—Notices.

Queen's Bench Interlocutory Appeals will be taken in Court I. on Monday, Oct. 26, and afterwards on every Monday in Michaelmas Sittings. Bankruptcy Appeals will be taken on Friday, Oct. 30, and following Fridays.

Queen's Bench Final Appeals and New Trial Motions will be taken in Court I. in alternate weeks during the Sittings. New Trial Motions will be taken in Court I. on Tuesday, Oct. 27, and following days in that week. Final Appeals in the second week.

On Mondays and Fridays Final Appeals or New Trial Motions will be taken if there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

[*Continued on page* 268]

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896.

	Court of Appeal.		High Court of Justice—	
	APPEAL COURT, I. *Final and Interlocutory Appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.*	**APPEAL COURT, II.** *Final and Interlocutory Appeals from the Chancery and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.*	**CHANCERY COURT, I.** Before Mr. Justice Chitty.	**CHANCERY COURT, II.** Before Mr. Justice North.
Saturday, Oct. 24	No Sitting	No Sitting	Motions	Motions
Monday „ 26	Ap. Mns. *ex parte*—Orig. Motions—Appeals from Orders made on Inter. Motions.	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) and Ch. Final Aps. if required.	Non-Witness List.	Sitting in Chambers
Tuesday „ 27	New Trial Paper	Chancery Final Appeals	Ditto	Adjourned Summonses
Wednesday „ 28	Ditto	Ditto	Ditto	Ditto
Thursday „ 29	Ditto	Ditto	Ditto	Ditto
Friday „ 30	Bkcy. Aps. and New Trial Paper.	Ditto	Mns. & Non-Witness List.	Motions and Adj. Sumns.
Saturday „ 31	New Trial Paper	Ditto	Pets., Short Cau., Pro. Sums., Op. Pets., and Non-Witness List.	Short Causes, Pets., Further Considerations, and Adjourned Summonses.
Monday, Nov. 2	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and Q.B. Final Appeals if required.	Ditto	Sitting in Chambers	Sitting in Chambers.
Tuesday „ 3	Q.B. Final Appeals	Ditto	Witness List	Non-Witness Actions
Wednesday „ 4	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) and Ch. Final Aps. if required.	Ditto	Ditto
Thursday „ 5	Ditto	County Palatine Aps. and Chancery Final Appeals.	Ditto	Motions for Mr. Justice Chitty and Non-Witness Actions.
Friday „ 6	Bkcy. Aps. and Q. B. Final Appeals.	Chancery Final Appeals	Ditto	Motions and Adj. Sumns.
Saturday „ 7	Q.B. Final Appeals	Ditto	Ditto	Short Causes, Petitions, (including Unopposed Petitions for Mr. Justice Chitty), Further Considerations & Adjourned Summonses.
Monday „ 9	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and New Trial Paper if required.	Ditto	Sitting in Chambers	Sitting in Chambers
Tuesday „ 10	New Trial Paper	Ditto	Witness List	General Paper
Wednesday „ 11	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) and Ch. Final Aps. if required.	Ditto	Ditto
Thursday „ 12	Ditto	Chancery Final Appeals	Ditto	Motions for Mr. Justice Chitty and General Paper.
Friday „ 13	Bkcy. Aps. and New Trial Paper.	Ditto	Ditto	Motions and Adj. Sums.
Saturday „ 14	New Trial Paper	Ditto	Ditto	Short Causes, Petitions, (including Unop. Pets. for Mr. Justice Chitty), Further Considerations, and Adj. Summonses.
Monday „ 16	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and Q.B. Final Appeals if required.	Ditto	Sitting in Chambers	Sitting in Chambers

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
Motions	The following will be the Order of Business according to the days of the week:—	Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from Oct. 24th to December 21st, both inclusive.	SATURDAY, Oct. 24
Sitting in Chambers	Monday (except Monday, Oct. 26th)—Sitting in Chambers.		MONDAY " 26
General Paper	Tuesday . . . . } General Paper.	. . . . .	TUESDAY " 27
Ditto	Wednesday . . . . } General Paper.	. . . . .	WEDNESDAY " 28
Ditto	Thursday . . . . } General Paper.	. . . . .	THURSDAY " 29
Motions, Adjourned Summonses, and General Paper.	Friday—(except Nov. 25th and 27th), Motions and Adjourned Summonses.	. . . . .	FRIDAY " 30
Short Causes, Petitions, Adjourned Summonses, and General Paper.		. . . . .	SATURDAY " 31
Sitting in Chambers	The first day of the Sittings will also be a Motion day.	. . . . .	MONDAY, Nov. 2
	In addition Mr. Justice STIRLING's Motions and Unopposed Petitions will be taken on Thursdays, November 5th and 12th.		
Witness Actions	Saturday (except November 21st and 28th)—Short Causes, Petitions and Adjourned Summonses.	. . . . .	TUESDAY " 3
Ditto		. . . . .	WEDNESDAY " 4
Ditto	Actions for Trial with Witnesses will be taken on Tuesday, Nov. 17th, and continued until the end of the following week. Motions and Unopposed Petitions will be heard during that period by Mr. Justice STIRLING.	. . . . .	THURSDAY " 5
Ditto		. . . . .	FRIDAY " 6
Ditto	Actions for Trial with Witnesses will also be taken at other times. Notice will be given in the Daily Cause List.	. . . . .	SATURDAY " 7
Sitting in Chambers	*Business in the Liverpool and Manchester District Registries will be taken as follows:—*	. . . . .	MONDAY " 9
	Summonses in Chambers on every other Friday Afternoon, commencing with Friday, Nov. 6th.		
Witness Actions		. . . . .	TUESDAY " 10
Ditto	Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, November 7th (except November 21st).	. . . . .	WEDNESDAY " 11
Ditto	. . . . .	. . . . .	THURSDAY " 12
Ditto	. . . . .	. . . . .	FRIDAY " 13
Ditto	. . . . .	. . . . .	SATURDAY " 14
Sitting in Chambers	. . . . .	. . . . .	MONDAY " 16

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896—*continued.*

		Court of Appeal.		High Court of Justice	
		Appeal Court, I.	**Appeal Court, II.**	**Chancery Court I.** Before Mr. Justice Chitty.	**Chancery Court, II.** Before Mr. Justice North.
Tuesday,	Nov. 17	Q. B. Final Appeals.	Chancery Final Appeals	Non-Witness List	Witness Actions
Wednesday	„ 18	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Chancery Final Aps. if required.	Ditto	Ditto
Thursday	„ 19	Ditto	Ditto	Motions for Mr. Justice North, and Non-Witness List.	Ditto
Friday	„ 20	Bankruptcy Appeals and Q. B. Final Appeals.	Ditto	Mns. and Non-Witness List	Ditto
Saturday	„ 21	Q. B. Final Appeals.	Ditto	Petns., Sh. Causes, Opp. Petns., Pro. Sumns., and Non-Witness List, including Unopposed Petitions for Mr. Justice North.	Ditto
Monday	„ 23	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions & New Trial Paper if required.	Ditto	Sitting in Chambers.	Sitting in Chambers.
Tuesday	„ 24	New Trial Paper	Ditto	Non-Witness List	Witness Actions
Wednesday	„ 25	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Chancery Final Aps. if required.	Ditto	Ditto
Thursday	„ 26	Ditto	Chancery Final Appeals	Motions for Mr. Justice North and Non-Witness List.	Ditto
Friday	„ 27	Bankruptcy Appeals and New Trial Paper.	Ditto	Mns. and Non-Witness List	Ditto
Saturday	„ 28	New Trial Paper	Ditto	Pets., Short Causes, Pro. Sums., Opp. Petitions, and Non-Witness List, including Unopposed Petitions for Mr. Justice North.	Ditto
Monday	„ 30	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Orders made on Inter. Motions and Q.B. Final Appeals if required.	Ditto	Sitting in Chambers.	Sitting in Chambers.
Tuesday,	Dec. 1	Q. B. Final Appeals.	Ditto	Non-Witness List	General Paper.
Wednesday	„ 2	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List), & Chancery Final Aps. if required.	Ditto	Ditto
Thursday	„ 3	Ditto	County Palatine Appeals & Chancery Final Aps.	Ditto	Ditto
Friday	„ 4	Bankruptcy Appeals and Q. B. Final Appeals.	Chancery Final Appeals	Mns. and Non-Witness List	Motions and Adjourned Summonses.
Saturday	„ 5	Q. B. Final Appeals.	Ditto	Petns., Short Causes, Pro. Summonses, Opposed Petitions, and Non-Witness List.	Short Causes, Petitions, Further Considerations, and Adjourned Summonses.
Monday	„ 7	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions & New Trial Paper if required.	Ditto	Sitting in Chambers.	Sitting in Chambers.

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896—*continued.*

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
General Paper	[*See page* 263]	[*See page* 263]	TUESDAY, Nov. 17
Ditto			WEDNESDAY, " 18
Motions for Mr. Justice KEKEWICH and General Paper.			THURSDAY " 19
Motions, Adjourned Summonses, and General Paper.			FRIDAY " 20
Short Causes, Petitions (including Unopposed Petitions for Mr. Justice KEKEWICH), Adjourned Summonses, and General Paper.			SATURDAY " 21
Sitting in Chambers			MONDAY " 23
General Paper			TUESDAY " 24
Ditto			WEDNESDAY " 25
Motions for Mr. Justice KEKEWICH and General Paper.			THURSDAY " 26
Motions, Adjourned Summonses, and General Paper.			FRIDAY " 27
Short Causes, Petitions (including Unopposed Petitions for Mr. Justice KEKEWICH), Adjourned Summonses, and General Paper.			SATURDAY " 28
Sitting in Chambers			MONDAY " 30
General Paper			TUESDAY, Dec. 1
Ditto			WEDNESDAY " 2
Ditto			THURSDAY " 3
Motions, Adjourned Summonses, and General Paper.			FRIDAY " 4
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY " 5
Sitting in Chambers			MONDAY " 7

[*Continued on next page.*]

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896—*continued.*

	Court of Appeal.		High Court of Justice—	
	Appeal Court, I.	**Appeal Court, II.**	**Chancery Court, I.** Before Mr. Justice Chitty.	**Chancery Court, II.** Before Mr. Justice North.
Tuesday, Dec. 8	New Trial Paper	Chancery Final Appeals	Non-Witness List	General Paper.
Wednesday „ 9	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Chancery Final Aps. if required.	Ditto	Ditto
Thursday „ 10	Ditto	Chancery Final Appeals	Ditto	Ditto
Friday „ 11	Bkcy. Aps. & N. T. Paper	Ditto	Mtns. & Non-Witness List	Mtns. and Adjd. Sums.
Saturday „ 12	New Trial Paper	Ditto	Pets., Short Causes, Op. Pets., Pro. Sums., and Non-Witness List.	Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Monday „ 14	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions and Q. B. Final Appeals if required.	Ditto	Sitting in Chambers.	Sitting in Chambers
Tuesday „ 15	Q. B. Final Appeals	Ditto	Non-Witness List	General Paper
Wednesday „ 16	Ditto	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Mns. (sep. List) & Chancery Appeals if required.	Ditto	Ditto
Thursday „ 17	Ditto	Chancery Final Appeals	Ditto	Ditto
Friday „ 18	Bkcy. Aps. & Q. B. F. Aps.	Ditto	Mtns. & Non-Witness List	Motions and Adjourned Summonses.
Saturday „ 19	Q. B. Final Appeals	Ditto	Petitions, Short Causes, Procedure Summonses, Opposed Petitions, and Non-Witness List.	Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Monday „ 21	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions, and New Trial Paper if required.	Ap. Mns. *ex p.*—Orig. Mns.—Aps. from Ords. made on Inter. Motions (sep. List), and Ch. Final Aps. if required.	Sitting in Chambers.	Sitting in Chambers
	N.B.—*Admiralty Appeals* (with Assessors) *will be taken on days to be appointed by the Court.*	N.B.—*Lunacy Matters* (*if any*) *are taken in* Appeal Court II., *on every Monday at Eleven until further notice.*	N.B.—If the Witness List should be taken on any days other than those above appointed, due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays. *Any Cause intended to be heard as a Short Cause must be so marked in the Causes Book at least one clear day before the same can be put in the Paper to be so heard.* Two copies of Minutes of the proposed Judgment or Order *must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.* N.B.—The following papers on Fur. Con. are required for the use of the Judge, viz.—*Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.*	*Any Cause intended to be heard as a Short Cause must be so marked in the Causes Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk the day before the Cause is to be put in the Paper.* *If Witness Actions can be taken on any other days than those appointed, due notice will be given.*

Digitized by Google

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1896—*continued.*

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT. Before Mr. Justice STIRLING.	CHANCERY COURT, IV. Before Mr. Justice KEKEWICH.	CHANCERY COURT, III. Before Mr. Justice ROMER.	
General Paper	[*See page* 263]	[*See page* 263]	TUESDAY, Dec. 8
Ditto			WEDNESDAY „ 9
Ditto			THURSDAY „ 10
Motions, Adjourned Summons and General Paper.			FRIDAY „ 11
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 12
Sitting in Chambers			MONDAY „ 14
General Paper			TUESDAY „ 15
Ditto			WEDNESDAY „ 16
Ditto			THURSDAY „ 17
Motions, Adjourned Summonses and General Paper.			FRIDAY „ 18
Short Causes, Petitions, Adjourned Summonses, and General Paper.			SATURDAY „ 19
Sitting in Chambers			MONDAY „ 21

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the cause is to be put into the Paper.

Witness Actions will probably be taken on other days than those mentioned above. Of these due notice will be given.

Digitized by Google

[*Continued from page* 261]

Appeal Court II.—Notices.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Monday, Oct. 26 and afterwards on every Wednesday (except Wednesday, October 28) in Michaelmas Sittings.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper, Chancery Final Appeals will be added on Interlocutory days.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Nov. 5, and Thursday, Dec. 3.

From the Chancery Division.

Judgment Reserved.

Final List.

1896.

Pitt Pitts — E. George & Co. appl. of Pltff. from order of Mr. Justice Kekewich, dated March 6, 1896 — c. a. v. July 25

From the Chancery Division.

Final List.

1895.

1 In re Whettam Parsons — Donnithorne appl. of Defts., N. Donnithorne and anr., from order of Mr. Justice North, dated May 3, 1895 (not before Nov. 15) — August 9

1896.

2 In re The International Commercial Co. ld. & Co.'s Acts, 1862 to 1890 appl. of John Oakden Swift from order of Mr. Justice Romer, dated March 9, 1896 part heard — March 18

3 Quilhampton — The Peruvian Corpn. appl. of Defts. from order of Mr. Justice Romer, dated August 9, 1895, not until further order — May 18

4 Marsh — Joseph appl. of Her Majesty's Attorney-General & ors. from order of Mr. Justice Kekewich, dated March 11, 1896 (stand over generally by order) — May 23

5 Marsh — Joseph appl. of J. E. Green from order of Mr. Justice Kekewich, dated March 11, 1896 (stand over generally by order) — June 1

6 Marsh — Joseph appl. of John Clear from order of Mr. Justice Kekewich, dated March 11, 1896 (stand over generally by order) — June 23

7 Le Rochefoucauld v. Boustead appl. of Pltffs. from order of Mr. Justice Kekewich, dated June 23, 1896 — June 24

8 In re Cosh's Contract & V. & P. Act, 1874 appl. of R. L. Cosh from order of Mr. Justice Stirling, dated March 28, 1896 — July 3

9 In re Blackburn Blackburn — Blackburn appl. of Pltff. & Deft., C. Blackburn, from order of Mr. Justice Romer, dated May 19, 1896 — July 4

10 International Financial Soc. ld. v. Baring Bros. & Co. appl. of Pltffs. from order of Mr. Justice Romer, dated April 17, 1896 — July 9

11 In re Robinson Wright — Tugwell appl. of the Rev. S. A. Selwyn from order of Mr. Justice North, dated June 25, 1896 — July 10

12 Brooks — Steel & Currie appl. of Pltff. from order of Mr. Justice Kekewich, dated June 30, 1896 — July 13

13 In re Stewart Keown Boyd — Gilmour appl. of Pltff. from order of Mr. Justice North, dated July 13, 1896 (order not perfected) — July 15

14 Liebig's Extract of Meat Co. ld. v. Chemists' Co-operative Soc. ld. & ors. appl. of Defts. from order of Mr. Justice Kekewich, dated July 2, 1896 — July 20

15 Harries, Bourne & Grant appl. of Defts. from order of Mr. Justice Romer, dated July 10, 1896 — July 22

16 In re T. Armstrong's Patent 18,719 of 1894 & Patents, Designs, &c. Acts (In re Petition of J. Yates) appl. of Thomas Armstrong from order of Mr. Justice Kekewich, dated July 16, 1896 (order not perfected) — July 22

17 In re a Contract between P. Horwitz & W. J. Holden and the Vendor & Purchasers' Act, 1874 appl. of P. Horwitz from order of Mr. Justice Kekewich, dated July 17, 1896 — July 24

18 Rowland — Michell appl. of Deft. from order of Mr. Justice Romer, dated July 1, 1896 — July 28

19 Edwards — Harris appl. of Pltff. from order of Mr. Justice Kekewich, dated July 15, 1896 — July 29

20 In re Stephenson Danaldson — Bamber appl. of Deft. F. Freshney from order of Mr. Justice Kekewich, dated July 8, 1896 — July 31

21 In re The Economic Fire Office ld. & Co.'s Acts appl. of J. E. Champney & ors. from order of Mr. Justice Vaughan Williams, dated May 14, 1896 — August 1

22 Russell — Hayward appl. of Pltffs. from order of Mr. Justice Romer, dated May 22, 1896 — August 4

23 Perkins — Knight appl. of Defts. from order of Mr. Justice Romer, dated June 20, 1896 — August 5

24 Atkinson — Morris (Probate) appl. of Deft. J. C. Morris from order dated 1896 — August 7

25 Divorce Fluister (Petnr.) v. Fluister (Respt.) C. Hutton (Co-Respt.) appl. of Respt. from order of Mr. Justice Gorell Barnes, dated July 30, 1896 — August 7

26 In re W. C. Barnes Barnes — Barnes appl. of Deft. W. J. Barnes from order of Mr. Justice North, dated July 3, 1896 — August 7

27 In re The Companies' Acts, 1862 to 1190, and In re The Bulfontein Sun Diamond Mine ld. (expte. C. Cox Hughes) appl. of the Bulfontein Sun Diamond Mine ld. from order of Mr. Justice Chitty, dated June 9, 1896 (order not perfected) — August 8

28 Hobson — Gorringe appl. of Pltff. from order of Mr. Justice Kekewich, dated July 7, 1896 — August 10

29 In re The New Travellers' Chambers ld. & Co.'s Acts, 1862 to 1890 appl. of Sir W. G. Hunter, K.C.M.G., from order of Mr. Justice Vaughan Williams, dated July 18, 1896 — August 10

30 In re The Same, &c. appl. of Sir G. S. M. Thomas from same order — August 10

31 In re The Same, &c. appl. of Arthur Green from same order — August 10

32 In re Sir G. Elliot Hunter — Elliot appl. of Deft. E. A. Elliot Pyle from order of Mr. Justice Kekewich, dated May 14, 1896 — August 10

33 Elliott Bros. — Sullivan appl. of Pltffs. from order of Mr. Justice Kekewich, dated June 16, 1896 — August 12

34 In re Isaac Crombach — Isaac appl. of Deft. Saul Isaac from order dated June 11, 1896 — August 12

35 Page — Ratliffe appl. of Deft. from order of Mr. Justice Stirling, dated April 1, 1896 — August 17

36 In re The Mersey Ry. Co. & In re The Railway Co.'s Act, 1867, & In re The Mersey Ry. Acts, &c. appl. of G. Waddell from order of Mr. Justice Stirling, dated August 6, 1896 (order not perfected) — August 18

37 In re The National Bank of Wales ld. & In re The Co.'s Acts, 1862 to 1890 appl. of W. Taylor from order of Mr. Justice Vaughan Williams, dated August 7, 1896 — August 20

38 In re Simpson Grime — Simpson appl. of Deft., E. Simpson, from order of Mr. Justice Kekewich, dated July 3, 1896 — September 4

39 Yates — Armstrong appl. of Pltff. from order of Mr. Justice Kekewich, dated July 3, 1896 (order not perfected) — September 18

40 In re Maule Chester — Maule appl. of Pltff. from order of Mr. Justice Kekewich, dated August 3, 1896 — September 29

41 In re J. Smith Davidson — Myrtle appl. of Defts., H. Smith & ors., from order of Mr. Justice Kekewich, dated June 25, 1896 — September 30

From the County Palatine Court of Lancaster.

1 Kennedy — Dodson appl. of Deft., J. B. Dodson, from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec. 17, 1895 — May 5

2 Holt — Smith appl. of Pltff. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated April 16, 1896 — July 14

3 Barcroft — Smith appl. of Pltffs. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated June 20, 1896, and appln. of Pltffs. for leave to adduce further evidence on appl., &c. (to come on with appl., by order, dated July 22, 1896) — July 15

4 In re Schloss Ashworth — Schloss appl. of Defts. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 11, 1896 — August 20

5 Garside — The Liverpool Ry. Permanent Benefit Building Soc. appl. of Pltff. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated August 4, 1896 — September 2

From the Chancery Division.

Interlocutory List.

1896.

In re A. E. Fenton, gent. (one &c.) appl. of M. Cathcart in person, from order of Mr. Justice Stirling, dated Nov. 14, 1895 (s.c. for security for costs) — December 7, 1895

1 The Debenture Corpn. ld. v. C. de Murrieta & Co. ld. appl. of Pltffs. from order of Mr. Justice Chitty, dated May 22, 1896 — July 28

2 Ernest — Loma Gold Mines ld. appl. of Pltff. from order of Mr. Justice

Digitized by Google

Chitty, dated July 24, 1896 (order not perfected) August 8

3 Siegert — Gillespie Brothers & Co. appl. of Defts. from order of Mr. Justice Kekewich, dated July 31, 1896 August 11

4 J. Brinsmead & Sons v. T. E. Brinsmead & Sons ld. appl. of Defts. from order of Mr. Justice North, dated August 11, 1896 August 12

5 Ehrmann — Ehrmann appl. of Pltffs. from order of Mr. Justice Stirling, dated August 7, 1896, and cross-notice of Deft., dated August 14, 1896 (order not perfected) August 13

6 Ehrmann] — Ehrmann appl. of Deft. from order of Mr. Justice Stirling, dated August 7, 1896 (order not perfected) August 15

7 {In re Macdonald & Guardianship of Infants' Act, 1886 {Macdonald — Annesley appl. of J. M. Macdonald from order of Mr. Justice Kekewich, dated August 10, 1896 (order not perfected) August 29

8 Pottle — Sharpe appl. of Pltff. from order of Mr. Justice Chitty (*sitting as Vacation Judge*), dated September 9, 1896 (order not perfected) September 23

9 Collinson — Simpson & Sons ld. appl. of Pltff. from order of Mr. Justice Cave (*sitting as Vacation Judge*), dated September 30, 1896 October 7

From the Queen's Bench Division.

FOR HEARING.

FINAL LIST.

1896.

1 In re the Duty on the Estate of the late Sir Thomas Gresham, and In re the Customs and Inland Revenue Act, 1885 (*Revenue Side*) appl. of the Commrs. of Inland Revenue from Justices Vaughan Williams and Wright, dated March 3, 1896 (stand over for day to be named) March 12

2 In re an Application by Robert Honey for relief against claim, &c. appl. of R. Honey from judgt. of Mr. Justice Cave, dated March 6, 1896 March 19

3 The Smelting Company of Australia ld. v. The Commrs. of Inland Revenue (*Revenue Side*) appl. of Applts. from judgt. of Baron Pollock and Mr. Justice Bruce, dated May 22, 1896 (day to be named) June 9

4 James — Ridet appl. of Deft. from judgt. of Mr. Justice Grantham, dated May 16, 1896, at trial without a jury, Middlesex part heard June 10

5 Allmond — Muirhead appl. of Pltff. from judgt. of Mr. Justice Grantham, dated June 3, 1896, at trial with common jury, Middlesex June 11

6 Western — Baily appl. of Defts. from judgt. of Mr. Justice Wills, dated June 6, 1896, at trial without a jury, Middlesex June 11

7 The London County Council v. Grove (Surveyor of Taxes) appl. of Applts. from judgt. of Baron Pollock and Mr. Justice Bruce, dated May 15, 1896 (day to be named) June 13

8 {The Same {Wright (Surveyor of Taxes) — Wright (Surveyor of Taxes) v. London County Council appl. of London County Council from judgt. of Baron Pollock and Mr. Justice Bruce, dated May 15, 1896 (s.o. until after decision in No. 7) June 13

9 Turner — Baker appl. of Deft. from judgt. of Mr. Justice Wills, dated June 6, 1896, at trial without a jury, Middlesex June 15

10 The Manchester, Sheffield & Lincolnshire Ry. Co. v. The Guardians of the Poor of Doncaster Union appl. of Pltffs. from judgt. of Mr. Justice Day, dated May 11, 1896, at trial without a jury, Middlesex June 16

11 The Didcot, Newbury & Southampton Ry. Co. v. The Great Western Ry. Co. & The London & South Western Ry. Co. (Railway & Canal Commission) appl. of the London & South Western Ry. Co. from judgt. of Mr. Justice Collins & Sir F. Peel, dated June 13, 1896 June 18

12 Clarke — Sax appl. of Defts. from judgt. of Mr. Justice Mathew, dated May 18, 1896, at trial without a jury June 19

13 North-Eastern Ry. Co. v. Brunton & Son (*Crown Side*) appl. of Pltff. from judgt. of Justices Cave & Wills, dated June 9, 1896 June 20

14 The Vestry of St. Martin's-in-the-Fields v. Ward appl. of Pltffs. from judgt. of Mr. Justice Wills, dated April 16, 1896, at trial without a jury, Middlesex June 23

15 Sellars — Brown appl. of Pltff. from judgt. of Mr. Justice Kennedy, dated June 17, 1896, at trial without a jury, Middlesex (*security ordered*) June 24

16 Bensaude — Thames & Mersey Marine Insce. Co. appl. of Defts. from judgt. of Mr. Justice Collins, dated June 22, 1896, at trial without a jury, Middlesex June 26

17 Sims — Trollope & Sons appl. of Pltff. from judgt. of Mr. Justice Grantham, dated June 10, 1896, at trial without a jury, Middlesex June 27

18 Hood Barrs — Crossman & Prichard appl. of Pltff. from judgt. of Mr. Baron Pollock, dated June 20, 1896, at trial without a jury, Middlesex July 1

19 Wilmot — Alton appl. of Pltff. from judgt. of The Lord Chief Justice, dated June 27, 1896, at trial without a jury, Middlesex July 3

20 Lord Gerard, Applt. v. The Kent County Council, Respts. (*Crown Side*) appl. of Applts. from judgt. of Justices Cave & Wills, dated June 10, 1896 July 6

21 The County Council of Middlesex, Applts. v. The Assessment Committee of St. George's Union, in the County of London, Respts. (*Crown Side*) appl. of Applts. from judgt. of Justices Cave & Wills, dated June 5, 1896 July 6

22 The West of England Fire & Life Insce. Co. v. Isaacs appl. of Deft. from judgt. of Mr. Justice Collins, dated June 11, 1896, at trial without a jury, Middlesex July 9

23 The Plymouth, Stonehouse & Devonport Trams Co. v. The General Tolls Co. ld. appl. of Deft. from judgt. of Mr. Justice Day, dated June 22, 1896, at trial without a jury, Exeter July 10

24 The Rockingham Ry. & Jarradale Timber Co. ld. v. Allen appl. of Deft. from judgt. of Mr. Justice Mathew, dated April 24, 1896, at trial without a jury, Middlesex July 18

25 Attorney-Gen. — Baron Wolverton appl. of Deft. from judgt. of Baron Pollock & Mr. Justice Bruce, dated July 2, 1896 July 18

26 Little — B. & S. H. Thompson appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated July 14, 1896, at trial without a jury, Middlesex July 20

27 McNeill — Hill appl. of Deft. from judgt. of Mr. Justice Grantham, dated June 29, 1896, at trial without a jury, Leicester July 20

28 Swann — Pickett appl. of C. Pickett from judgt. of Mr. Justice Day, dated July 18, 1896, at trial without a jury, Middlesex July 20

29 Dixon — Great Western Ry. Co. appl. of Defts. from judgt. of The Lord Chief Justice, dated July 15, 1896, at trial with special jury, Middlesex July 22

30 Pittman — Prudential Deposit Bank ld. appl. of Pltff. in Person from judgt. of Mr. Justice Wills, dated July 16, 1896, at trial without a jury, Middlesex July 22

31 {Chapman {Pilling — Chapman (by counter-claim) appl. of Deft., Pilling, from judgt. of Mr. Justice Collins, dated April 25, 1896, at trial without a jury, Middlesex July 23

32 Bolte — Prell, Rushall & Co. appl. of Deft. from judgt. of Mr. Justice Mathew, dated July 13, 1896, at trial without a jury, Middlesex July 27

33 The Dicido Iron Ore Co. ld. v. The Rhymney Iron Co. ld. appl. of Defts. from judgt. of Mr. Justice Mathew, dated July 22, 1896, at trial without a jury, Middlesex July 30

34 Lane — Cox appl. of Pltff. from judgt. of The Lord Chief Justice, dated July 16, 1896, at trial with special jury, Middlesex July 30

35 The Chicago Ry. Terminal Elevator Co. (Applts.) v. The Commrs. of Inland Revenue (Respts.) appl. of Respts. from judgt. of Baron Pollock and Mr. Justice Bruce, dated July 2, 1896 August 4

36 Jellicoe — Alcock appl. of Pltff. from judgt. of Mr. Justice Wright, dated July 9, 1896, at trial (jury discharged), Middlesex August 5

37 Steamship Heathfield & Co. ld. v. T. Rodenacher & Barr, Behrend, & Ross appl. of Defts. from judgt. of Mr. Justice Mathew, dated July 21, 1896, at trial without a jury, Middlesex August 5

38 Florio — Sutherst & Haseldine appl. of Deft. Haseldine from judgt. of Mr. Justice Grantham, dated July 30, 1896, at trial without a jury, Middlesex August 6

39 Baker — Ambrose appeal of Deft. from judgt. of Mr. Justice Wright, dated July 30, 1896, at trial with special jury, Middlesex August 7

40 The North Staffordshire Chamber of Commerce (Applicants) v. North Staffordshire Ry. Co. (Railway & Canal Commission) appl. of Applicants from judgt. of Mr. Justice Collins, The Right Hon. Sir F. Peel, and Viscount Cobham, dated July 29, 1896 August 8

41 {The Ambrose—1895—Folio 520 {J. M. Lennard & Sons ld. v. W. N. White appl. of Deft. from judgt. of the President, dated July 10, 1896 August 8

42 Howell — Stephenson (Watson, 3rd party) appl. of Third Party from judgt. of Mr. Justice Wright, dated July 29, 1896, at trial without a jury, Middlesex August 11

43 Langworthy — Diamond Merchants & Jewellers' Co. appl. of Defts. from judgt. of Baron Pollock, dated Aug. 4, 1896, at trial without a jury, Middlesex August 11

44 Van der Goor — Harrison & Co. appl. of H. R. Cox from judgt. of Mr. Justice Wright, dated July 29, 1896, at trial without a jury, Middlesex August 12

45 Kirkham — Attenborough appl. of Deft. from judgt. of Mr. Justice Grantham, dated Aug. 3, 1896, at trial without a jury, Middlesex August 12

46 Romero — Fraser appl. of Deft. from judgt. of Mr. Justice Mathew, dated Aug. 5, 1896, at trial without a jury, Middlesex August 12

47 Kirkham — Gill appl. of Defts. from judgt. of Mr. Justice Grantham, dated Aug. 3, 1896, at trial without a jury August 12

48 Jones — German appl. of Pltff. from judgt. of the Lord Chief Justice, dated Aug. 5, 1896, with special jury, Middlesex August 12

49 Nelson Bros. & Co. v. Shaw, Savill & Albion Co. ld. appl. of Defts. from judgt. of Mr. Justice Mathew, dated August 8, 1896 August 15

50 Susman — Ehrmann Bros. appl. of Deft. from judgt. of Mr. Justice Cave, dated August 10, 1896, at trial without a jury, Liverpool August 17

51 Hill — Hill appl. of Pltff. from judgt. of Mr. Justice Collins, dated August 11, 1896, at trial without a jury, Warwick August 20

52 Brandon — Boyce appl. of Deft. from judgt. of Mr. Justice Hawkins, dated August 12, 1896 (jury discharged) Middlesex August 21

Digitized by Google

53 Witt — Suart & Co. appl. of Pltff. from judgt. of Mr. Justice Mathew, dated July 21, 1896, at trial without a jury, Middlesex August 22

54 National Opalite Glazed Brick & Tile Syndicate ld. v. Ceralite Syndicate ld. appl. of Deffts. from judgt. of Mr. Justice Grantham, dated August 5, 1896, at trial without a jury, Middlesex September 1

55 In re W. M. Baker, Solr., & In re The Solicitors' Act, 1888 appl. of W. M. Baker from judgt. of Baron Pollock & Mr. Justice Day, dated August 5, 1896 September 1

56 Dennison — Boosey & Co. appl. of Pltff. from judgt. of Mr. Justice Grantham, dated August 10, 1896, at trial without a jury, Middlesex September 19

57 Ellis — Wright, Odell & Smith appl. of Pltff. from judgt. of Mr. Justice Wright, dated July 29, 1896, at trial without a jury, Middlesex October 9

58 Thorpe — Harman appl. of Deft. C. Harman from judgt. of Mr. Justice Mathew, dated July 3, 1896, at trial without a jury, Lewes October 9

From Probate, Divorce, and Admiralty Division.

(Admiralty.)

FOR HEARING.

With Nautical Assessors.

1896.

1 Cassel—1896.—Folio 100 (damage) Page & ors. — Owners of Cassel appl. of Pltff. from judgt. of Mr. Justice Barnes, dated April 18, 1896 July 8

2 John o'Scott—1896.—Folio 162 (damage) Owners of SS. W. M. Holby v. Owners of SS. John o'Scott appl. of Pltff. from judgt. of Mr. Justice Barnes, dated June 17, 1896 July 15

From the Queen's Bench Division.

NEW TRIAL PAPER.

1896.

1 Slade — Hawkins appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated July 9, 1896, at trial before Mr. Justice Lawrance and common jury, Middlesex July 15

2 White — Granada Steamship Co. ld. appln. of Deffts. for judgt. or new trial on appl. from verdict and judgt., dated July 9, 1896, at trial before Mr. Justice Collins and special jury, Middlesex July 18

3 Newmark — Davies & Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated June 24, 1896, at trial before Mr. Justice Vaughan Williams and common jury, Glamorgan July 24

4 O'Meara — Burns appln. of Deft. Burns for judgt. or new trial on appl. from verdict and judgt., dated July 15, 1896, at trial before Mr. Justice Cave and special jury, Middlesex July 25

5 Hooper — Holme & King appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated July 20, 1896, at trial before Mr. Justice Mathew and special jury, Middlesex July 30

6 Jackson — Kruger & Co. appln. of Deffts. for judgt. or new trial on appl. from verdict and judgt., dated July 24, 1896, at trial before Mr. Justice Vaughan Williams without a jury, London July 31

7 Holophane ld. — Hesseltine appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated July 28, 1896, at trial before Mr. Justice Lawrance and common jury, Middlesex

8 Stephens — Cooke appln. of Deffts. for judgt. or new trial on appl. from verdict and judgt., dated July 7, at trial before T. H. Baylis, Esq., Q.C. August 1

9 Mitchell — Levy appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated July 17, 1896, at trial before Mr. Justice Kennedy and common jury, Durham August 7

10 Darlow — Bland appln. of Deffts. for judgt. or new trial on appl. from verdict and judgt., dated Aug. 8, 1896, at trial before T. H. Baylis, Esq., Q.C. August 7

11 Stamp / Stamp — Williams & Jones / Williams & Jones (consolidated) appln. of Deffts. for judgt. or new trial on appl. from verdict and judgt., dated Aug. 1, 1896, at trial before Mr. Commissioner Dugdale and special jury, Liverpool August 12

12 Hartland — Yapp appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated July 31, 1896, at trial before Mr. Justice Collins and special jury, Middlesex August 13

13 Wallace — White appln. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated Aug. 5, 1896, at trial before the Lord Chief Justice and special jury, Middlesex August 13

14 Lancaster — Clough & Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Aug. 4, 1896, at trial before Mr. Justice Bruce (jury discharged) Leeds August 14

15 Gray — Cooper appln. of Deft. Cooper for judgt. or new trial on appl. from verdict & judgt., dated Aug. 7, 1896, at trial before Mr. Justice Wright & common jury, Middlesex August 28

16 Young — Bailey appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated Aug. 1, 1896, at trial before Mr. Justice Vaughan Williams & special jury, Middlesex September 19

17 Matthews — Earle appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated July 18, 1896, at trial before Mr. Justice Cave without a jury, Manchester October 9

From the Queen's Bench Division.

(In Bankruptcy.)

1896.

1 In re Bradley (expte. The Debtor) against a re[illegible] ceiving order made by Mr. Regi[illegible] trar Giffard

2 In re Cannot (expte. The Debtor) against order [illegible] Mr. Registrar Giffard refusing [illegible] approve scheme

3 In re Tetley (expte. The Trustee) against order [illegible] Mr. Justice Vaughan Williams

4 In re Braun (expte. The Debtor) against receivin[illegible] order made by Mr. Registra[illegible] Giffard

5 In re Taylor (expte. The Debtor) against receivin[illegible] order made by Mr. Registra[illegible] Linklater

6 In re Flowers & Co. (expte. Petitioning Creditors) against order of Mr. Registra[illegible] Hope dismissing petition

7 In re Betts (expte. The Debtor) against receivin[illegible] order made by Mr. Registra[illegible] Giffard

8 In re Hodges (expte. The Debtor) against receivin[illegible] order made by Mr. Registra[illegible] Giffard

---

From the Queen's Bench Division.

INTERLOCUTORY LIST.

1896.

1 The Taff Vale Ry. Co. v. Davis & Sons ld. appl. of Pltffs. from order of Baron Pollock & Mr. Justice Bruce, dated May 18, 1896 (s.o. for day to be agreed) June 8

2 Bowler — The Baberton Development Syndicate ld. (*Crown Side*) appl. of Pltff. from order of Mr. Justice Bruce, dated June 5, 1896 June 23

3 Fox — Jerome appl. of Pltff. from order of Mr. Justice Day, dated July 23, 1896 July 29

4 National Guardian Assce. Co. ld. v. Foulston appl. of Pltffs. from order of Mr. Justice Day, dated July 28, 1896 July 31

5 Hood Barrs — Heriot appl. of Pltff. from order of Baron Pollock, dated July 13, 1896 August 1

6 Binns — Christen & anr. appl. of Deft. from order of Mr. Justice Day, dated July 21, 1896 August 4

7 The Queen — The Rt. Hon. Lord Leigh & ors. The Standing Joint Committee [illegible] Police Authority (*Crown Side*) appl. of Prosecution from order [illegible] Justices Cave & Willis, dated July 25, 1896 August [illegible]

8 The Mutual Reserve Fund Life Assoc. v. The New York Life Insce. Co. appl. [illegible] Pltffs. from order of Baron Pollock, dated August 12, 1896 August [illegible]

9 Palmer's Shipbuilding & Iron Co. ld. v. The Astrakhan Steamship Co. ld. appl. [illegible] Pltffs. from order of Baron Pollock, dated August 10, 1896 August [illegible]

10 Potter & Co. — Burrell & Son appl. of Pltffs. from order of Justices Day & Lawrance, dated August 7, 1896 August [illegible]

11 Whyte — Lord Balfour of Burleigh appl. [illegible] Pltff. in person from order of Mr. Justice Cave, dated September 24, 1896 September [illegible]

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to October 10, 1896, inclusive.

SUMMARY OF APPEALS.

	Final.	Interlocutory.	Total.
From the Chancery Division	41	9	50
From the County Palatine Court of Lancaster	5	—	5
From the Queen's Bench Division	58	11	69
From the Probate, Divorce and Admiralty Division, Admiralty with Assessors	2	—	2
From the Queen's Bench Division Sitting in Bankruptcy	8	—	8
New Trial Paper	17	—	17
Totals	131	20	151

Digitized by Google

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Michaelmas Sittings Paper, with the following exceptions, viz.:—

Mr. Justice Chitty.—In consequence of Mr. Justice Chitty sitting for the disposal of his Lordship's own Witness List from Tuesday Nov. 3, until Saturday, Nov. 14 (inclusive), his Lordship's Motions and Unopposed Petitions will be taken by Mr. Justice North—that is to say, Motions on Thursday, Nov. 5, and Thursday, Nov. 12; Unopposed Petitions on Saturday, Nov. 7, and Saturday, Nov. 14. If the Witness List should be taken on any days other than those above appointed, due notice will be given. When the Witness List is being taken, Further Considerations will not be taken on the Tuesdays.

Mr. Justice North.—In consequence of Mr. Justice North sitting for the disposal of his Lordship's own Witness List, from Tuesday, Nov. 17, until Saturday, Nov. 28 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Chitty—that is to say, Motions on Thursday, Nov. 19, and Thursday, Nov. 26; Unopposed Petitions on Saturday, Nov. 21, and Saturday, Nov. 28. If Witness Actions can be taken on any other days than those appointed, due notice will be given.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his Lordship's own Witness List from Tuesday, Nov. 3, until Saturday, Nov. 14 (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Kekewich—that is to say, Motions and Unopposed Petitions on Thursday, Nov. 5, and Thursday Nov. 12. Witness Actions will probably be taken on other days than those mentioned above; of these due notice will be given.

Mr. Justice Kekewich.—The Order of Business before Mr. Justice Kekewich will be as stated on the Sittings Paper. Actions for trial with witnesses will be taken on Tuesday, Nov. 17, and continued until the end of the following week. They will also be taken at other times. Notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—Mr. Justice Kekewich will take Liverpool and Manchester Business as follows:—

1. Summonses in Chambers will be taken on every other Friday afternoon, commencing with Friday, Nov. 6.
2. Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, Nov. 7 (except Nov. 21).

Mr. Justice Romer will take Witness Actions every day in the order as they stand in his Lordship's Cause Book.

Summonses before the Judge in Chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court will be taken (subject to the Witness List) as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with Non-Witness Actions. Mr. Justice North on the days stated in the Michaelmas Sittings Paper, and on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the Judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Michaelmas Sittings the Judges will sit for the disposal of their own Witness Lists as follows:—

Mr. Justice Chitty will take his Witness List for the ensuing fortnight, beginning on Tuesday, Nov. 3, and will sit continuously (Monday, Nov. 9, excepted) until Saturday, Nov. 14.

Mr. Justice North will begin on Tuesday, Nov. 17, and sit continuously (Monday, Nov. 23, excepted) until Saturday, Nov. 28.

Mr. Justice Stirling will begin on Tuesday, Nov. 3, and sit continuously (Monday, Nov. 9, excepted) until Saturday, Nov. 14.

Mr. Justice Kekewich will begin on Tuesday, Nov. 17, and sit continuously (Monday, Nov. 23, excepted) until Saturday, Nov. 28.

N.B.—If the Witness List should be taken on any days other than those above appointed, due notice will be given.

During the fortnight when a Judge is engaged on his Witness List, Motions in Causes or Matters assigned to him (including Exparte Motions, but not including Motions relating to the postponement of the Trial or Hearing of any Cause or Matter in his Lordship's List), and also Unopposed Petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice Chitty will be heard by Mr. Justice North.

Those assigned to Mr. Justice North will be heard by Mr. Justice Chitty.

Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

Those assigned to Mr. Justice Kekewich will be heard by Mr. Justice Stirling.

CHANCERY CAUSES FOR TRIAL OR HEARING, set down to Saturday, October 10, 1896, *inclusive.*

Before Mr. Justice Chitty.

Causes for Trial.

(*With Witnesses.*)

In re The Sovereign Life Assce. Co. & Co.'s Acts adjd. claim (s.o. pending exmn. of witnesses)

In re The Ramsgate, &c. Company ld. & Co.'s Acts motn. ordered to go into Witness List

Andrews Bond action

In re Beaumont

Oliveira Lane action

Prowse Paige action

Willett Rideal action

Burton Wood action

Palmer Ashford action

In re Trade Mark No. 8482 of Cecil Fane (trading, &c.) and Patents, Designs, &c. Acts motion ordered to go into Witness List

In re Trade Mark No. 180,437 of Monk's Hall & Co. ld. and Opposition thereto of C. Fane, &c. motion ordered to go into Witness List

Digitized by Google

10 In re Brimmell / Brimmell — Mousell action
Hodgson — Hodgson action
Marquis Camden v. Roberts / Marquis Camden v. Philpot — action consolidated
Spencer — Roberts / Spencer — Philpot — action consolidated
Whitwham — The Manchester, Sheffield and Lincolnshire Ry. Co. action
15 Cleminson — Hewitt action
Sellers — Clark action
In re C. de Murrieta and Co. ld. / C. de Murrieta & Co. ld. v. Industrial and General Trust ld. action
Lane — Marie Rose Gold Mining Co. ld. action
Strassny — Coltman & Baker action
20 Gross — Schonzeler action
Gillott — Gillott action
Edwards — Witt action
Pneumatic Tyre Co. ld. v. Marwood & Cross action
Same — Allum action
25 Abbott — Chaplow action
Tadcaster Tower Brewery Co. ld. v. Wilson action
In re The Bulfontein Sun Diamond Mine ld. & Co.'s Acts, 1862 to 1890 motn. of G. F. W. Hope ordered to go into Witness List
Ellam — J. Lyons & Co. ld. action
Brooks — Lycett action
30 Tweedale — Howard & Bullough ld. action
Vassell — Strauss-Collin action
Automatic Coal Gas Retort Co. ld. v. Mayor, &c. of Salford action
Gulland — De Bernales action
Rogers — Law Union & Crown Fire & Life Insce. Co. action
35 Richards — Kirk action
The Pneumatic Tyre Co. ld. v. The Leicester Pneumatic Tyre & Automatic Valve Co. action
In Re Kruger's Syndicate ld. motn. entered in Witness List by order, July 17, 1896
Leeds and Liverpool Canal Co. v. Manchester Ship Canal Co. action
In re Edwards / Sanders — Edwards action
40 Bass, Ratcliff & Gretton ld. v. Judah action (pleadings to be delivered)
The Deptford Colour Printing Syndicate ld. v. Saunders action
Simpson — Wilmot action
Thompson — Thompson action (transferred from Q. B. Division)
Tribe — Sage action and counter-claim
45 Colthurst — Leathley action
In re Treherne / Weldon — Williams action
Turner — Hardaway action
In re Janes' Petition, 1895, No. 10,920 petn. ordered to go into Witness List
Mitchell — J. Beach, junr. action
50 Ratcliff — Gleadowe action
Browne — Beck action
Davies — Townsend action
Wood — Ive action
Lock — Campbell action
55 Carlisle Café Co. ld. v. Muse Brothers & Co. action set down by order (pleadings to be delivered)
Hunt — Fripp action
Farmer — School Board for London action
Prall — Gann action
Hallett — Musgrave action
60 Tanner — Tanner action
In re The Bulfontein Sun Diamond Mine ld. & Co.'s Acts motion ordered to go into Witness List
Incandescent Gas Light Co. ld. v. T. Curtis & Co. action
63 Same Co. — R. Hainsworth & Co. action

Causes for Trial.

(*Without Witnesses.*)

In re Lywood / Lywood — Wright adjd. sumns. restored
In re Turner / Spencer — Dawson adjd. sumns.
In re Turner / Spencer — Dawson adjd. sumns. advanced by order
In re Lee / Patteson — Miles adjd. sumns. pt. hd.
5 In re Clements / Coppin — Wilkin adjd. sumns. pt. hd.
Alves — Peat action (stand out of List till sumns. disposed of by order)
In re The Paddington Estate Trustees & V. & P. Act, 1874 adjd. sumns.
In re Aberdein's Estate adjd. sumns.
In re Horn & Francis, gent., &c. (taxation) adjd. sumns.
10 In re C. E. Bell's Settlement adjd. sumns.
The Harvey Steel Co. v. Harvey Continental Steel Co. ld. special case
Storey — British Gold Fields of West Africa ld. motion entered in Non-Witness List by order
In re Elliott / Elliott — Elliott adjd. sumns.
In re Brown / Brown — Acombe adjd. sumns. (Pltff. dead)
15 In re Cosier / Humphreys — Gadsden adjd. sumns.
In re Buller / Beauford — Bradshaw adjd. sumns.
In re The Streatham & General Estate Co. (S. 16) adjd. sumns.
Ballard — Milner adjd. sumns.
In re Little / Little — Little adjd. sumns.
20 In re Spencer / Jarrard — Lake adjd. sumns.
In re Baxter / Baxter — Baxter adjd. sumns.
In re Meyrick / Meyrick — Hargreaves adjd. sumns.
In re Rogers / Mills — Reeves adjd. sumns.
In re an Arbtn. between J. Moore & the Exors. of W. H. Moore, dec. & In re the Arbitration Act, 1889 special case stated by umpire
25 In re Ponsford / Toller — Ponsford adjd. sumns.
In re Ponsford / Brutton — Toller adjd. sumns. advanced by order
Fell — The Official Trustee of Charity Lands adjd. sumns.
In re Boys / Boys — Hardy adjd. sumns.
Cottrell — Barker adjd. sumns.
30 Anderson — Avery action
In re J. Arnold Slaughter, &c. adjd. sumns.
In re Woodward / Thorley — Woodward adjd. sumns.
Smith — Collins action set down by order, dated May 22, 1896
In re Bowles / Bowles — Harrington adjd. sumns.
35 Sherrin — Grain adjd. sumns.
In re Peerless / Peerless — Smith adjd. sumns.
In re Wicks / Wicks — Wicks adjd. sumns.
In re Miles / Miles — Miles adjd. sumns. to come on with fur. con.
In re Murray / Pennington — Denne adjd. sumns.
40 In re Same / Same — Same adjd. sumns.
In re Hodge / Green — Hodge adjd. sumns.
In re Buchanan / Buchanan — Buchanan adjd. sumns.
Cator — Blackheath Concert Hall Co. adjd. sumns.
Capel — Hobbs action
45 In re Baker / Goldsmith — Goldsmith adjd. sumns.
In re Johnstone / Harris — Chegwyn adjd. sumns.
In re E. Owen / Reeve — Veck adjd. sumns.
In re Good / Russell — Miles adjd. sumns.
In re Mortimer / Slater — Taylor adjd. sumns.
50 In re E. Cook's Estate adjd. sumns.
In re Abrey & Hughes's Contract & V. & P. Act, 1874 adjd. sumns.
In re Robinson / Arnold — Robinson adjd. sumns.
In re Gedge / Gedge — Gedge adjd. sumns.
In re G. Smith / Russell — Summers adjd. sumns.
55 In re C. T. Rhodes, a Solr., &c. (taxation) adjd. sumns.
In re The Same (exptc. C. T. Rhodes) taxation adjd. sumns.
In re Thomson / Strickland — Thomson adjd. sumns.
In re W. Wreford, dec. adjd. sumns.
In re Whitaker / Ainley — Ainley motn. to vary, entered by order
60 Collins — Samuelson adjd. sumns.
In re Sir R. Peel's Trusts / In re Von der Heyd's Trusts / Peel — Osborne adjd. sumns.
In re Tocque & Rodyk, Solrs., &c. (taxn.) adjd. sumns.
In re Weekes' Settlement & London, Brighton & South Coast Ry. Co. adjd. sumns.
In re Josse / Hall — Josse adjd. sumns.
65 Roworth — Featherstone motn. for judgt.
In re Hayes & Hulburd's Contract & V. & P. Act, 1874 adjd. sumns.
In re Spry & Foretier's Settled Estates & Settled Land Acts adjd. sumns.
In re Alvey / Norburn — Alvey adjd. sumns.
In re Betts / Maclean — Betts adjd. sumns.
70 In re Johnstone / Harris — Chegwyn adjd. sumns.
In re Macmullen / Macmullen — Talbot adjd. sumns.
In re Waddington / Bacon — Bacon adjd. sumns.
In re Ram / Ram — O'Brien adjd. sumns.
Patrick — Forster motn. for judgt.
75 Wolmershansen v. Gullick adjd. sumns.
In re Shilson / Shilson — Shilson adjd. sumns.
In re Ashbury / Ekler — Church adjd. sumns.
Silcock — Ward motn. for judgt. (short)
In re T. Gladwin & Charing Cross Ry. Act, 1850 adjd. sumns.
In re Graham & Thomson's Contract & V. & P. Act, 1874 adjd. sumns.
81 Perks — Shepherd action & motn. for judgt. (short)

Further Considerations.

Gore — Fagan fur. con.
Calland — Darley second fur. con. (set down by direction of Chief Clerk)
In re Willin / Cundell — Hanrott fur. con. adjd. from Chambers and two summonses of John Ford, &c.
Baring — Lord Ashburton second fur. con.
5 In re Young / Young — Cotter fur. con.
Kingsmill — The Italo Britannica Royal Italian Mail Steam Navigation Co. ld. fur. con.
In re Kemp / Kemp — Jacob fur. con.
8 In re Jackman / Lee — Jackman second fur. con.

Before Mr. Justice North.

Causes for Trial.

(*With Witnesses.*)

Collins — Woodfin action (not before Dec. 11, 1897)
The Yorkshire Banking Co. ld. v. Bingley action (s.o. until appeal disposed of)
In re The Consort Deep Level Gold Mines ld. and Co.'s Acts motn. of Messrs. Stark & Elliston set down in Witness List by order
In re The Same, &c. motn. of H. Russell-Smith set down in Witness List by order
Part of the Trial Cause
5 Gill — Brown action
Hippisley — Sweet action
In re Pritchard / Davies — Evans action
Hughes, Chenery & Co. v. Mines Acquisition, &c. Co. ld. (transferred from Q. B.—to come on with another action not yet set down)
Davies — Walter action
10 Charlton — Duval Restaurants for London ld. action

Digitized by Google

	Tubbs	General Loan and Discount Co. ld. action
	Kelly	Kelly action
	Willis	Sweet action
	Posner	Palmer action
15	Harrop	Harrop action
	In re Stevens / Cooke	Stevens action
	Goodwin	Hamilton action without pleadings, set down by order, May 14, 1896
	Smyth	Maison Heilbronner ld. action
	The Aerated Bread Co. ld. v. Shepherd action	
20	Badische Anilin & Soda Fabrik v. H. Johnson & Co. action	
	Longfield	Horsfall action
	Robson	Stevens action
	Bridport	Coulson action & motn. for judgt.
	Fletcher	Nokes action
25	Liquidation Estates Purchase Co. ld. v. Leigh action	
	Fawkes	Lewis action
	Pizey	Sweet action
	Mandaley	Conder action
	Attorney-Gen.	Corpn. of Cambridge action
30	Milne	West Australian Minerals, &c. Co. ld. action
	Fkrwilliams	Lewis action (pleadings to be delivered)
	Caines	Puntis action
	In re the Dunlop Truffault Cycle Co. ld. (motion ordered to go into Witness List)	
	Trotter	Clark action
35	Pneumatic Tyre Co. ld. v. Lee action	
	Same	Fleetwood Tyre Co. ld. action
	Satchell	Nevill action
	In re Howard / Howard	Howard action
	Elliott	Bassett action
40	Dickson	Eking action
	Saunders	Price action (without pleadings)
	Popham	Brooks action
	De Vulitch	Sutherst action & counter-claim
	Mossop	Croxford action
45	Dalcep Singh	Hill action & counter-claim
	The Southall Norwood Urban District Council v. Monsted action	
	Ecroyd	Coulthard action
	Pollard	Weicher action
	Iles	Lewin action
50	Leggett	Gardiner action
	In re Carter / Carter	Lake action
	Lockyer	Harvey & Co. action
	Short	Montefiore action
	Dawson	Thompson action
55	The Rand d'Or Mines ld. v. Heindorf action	
	Aktiebolaget Separator v. Dairy Outfit Co. ld. action	
	Kirk	Kirk action
	The London & County Banking Co. ld. v. Goddard action	
	Pneumatic Tyre Co. ld. v. The Ixion Patent Pneumatic Tyre Co. ld. action	
60	Bowen	The Aerated Bread Co. ld. action
	Midland Ry. Co. v. Topliss action	
	Laycock	Jamieson & W. Tuke action
	Smith	Rowlands action
	C. de Murrieta & Co. ld. v. Galindez action	
65	Spurgeon	A. Spurgeon ld. action
	Wilkinson	Storry action
	Baron	Bernstein action
	In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts (exptc. R. Blacksham) motion ordered to go into Witness List	
	Venning	Venning, the elder action
70	Attorney-Gen.	The Hendon Rural District Council action

Causes for Trial.

(*Without Witnesses.*)

	Prost	Cock action
	Lawrence	Adams action
	In re J. Potter / Potter	Eyars & Co. motion for judgt.
	Chapelhow	Scott motion for judgt. (short)
5	Guardians of Poor of West Derby Union v. Met. Life Assce. Soc. special case	
	Jervis	The Newcastle and Gateshead Waterworks Co. action
7	Guardians of Poor of West Derby Union v. Priestman special case	

Adjourned Summonses.

	In re Robinson / Robinson	Robinson (stand over for an affidavit to be made)
	In re Foster / Foster	Foster
	In re S. Smith / Johnson	Punchard
	In re Wortham & Settled Land Acts	
5	Pratt	Drewry
	In re Elliot / Taylor	Elliot
	In re Wyse / Wyse	Wyse
	In re Marker / Marker	Marker
	In re Broad / Bakewell	Broad
10	In re Spalding / Spalding	Shaw (H. E. Spalding)
	In re Same / Same	Same (T. A. Spalding)
	In re Richmond / Coleman	Richmond
	In re Wise / Lindsey	Wise
	In re Blakey / Hull	Blakey
15	In re Sykes / Walker	Sykes
	Day	Kelland
	In re Henley / Alcock	Henley
	In re Rosenthal / Wiersbitzky	Deacon
	In re Bell / Gedge	Hughes
20	In re Adams / Adams	Herepath
	In re Lord de Tabley / Leighton	Leighton
	In re Bowes / Earl of Strathmore v. Vane liberty to postpone conversion	
	In re Same / Same	Same liberty to abstain from taking proceedings, &c.
	In re Henry Rogers, one, &c.	
25	In re Reade / Webb	Reade
	In re Westwood / Humphery	Westwood
27	In re Maurice / Brown	Maurice

Further Considerations.

	Morton	Roberts fur. con.
	In re W. Lord / Balls	Lord fur. con.
	Moore	Parr fur. con.
	In re Wells & Co. ld. / Andrews	Wells & Co. ld. fur. con.
5	Lloyd's Bank ld. v. The Hotel Belgravia ld. fur. con.	

Before Mr. Justice Stirling.

Causes for Trial.

(*With Witnesses.*)

	West	Alcock action (Deft. dead)
	Alcoy & Gandia Ry. & Harbour Co. ld. v. Greenhill action	
	Sawrey	Binns action
	Pattle	Hornibrook action
5	In re Harman / Harman	Wise adjd. sumns. ordered to go into Witness List
	English	Cooper action
	Abbott	Townsend action
	Rawlinson	Davies action
	Underwood	White action & motn. for judgt.
10	Colmer	Bulawayo Gold Reefs Development ld. action & motn. for judgt.
	Chandler	Bradley action
	De Lissa	Tyser action
	Debenham	Foster, Frere & Co. action
	Bell	Balls action
15	Chandler	Freeman action & motn. for judgt.
	In re Thompson / Bloomer	Thompson adjd. sumns. entered in Witness List
	Wynne	Rising action
	Fenny Stratford Town Hall Co. ld. v. Payne action	
	Lowe	Sanders action to be heard with No. 25
20	Haydon	The Lord Mayor, &c., of York action & motn. for judgt.
	Emery	Treacher action
	Ross	Ross action
	In re Ball / Lewis	Ball (claim of D. Jones & Co. ld.) adjd. sumns. entered as Witness Action by order
	New Moss Colliery Co. ld. v. Manchester, Sheffield, &c., Ry. Co. action	
25	Lowe	Sanders action No. 19 to be heard with this
	Wilding	Sanderson action & motion for judgment
	Tweedale	Howard & Bullough ld. action
	Haggenmacher	Watson, Todd & Co. action
	Harding	Fry action
30	Lewis	Morgan action
	Wainwright	Sutton action
	Wainwright	Miller action
	Shooter	Shooter action
	Labouchere	Webb action
35	Barnes	Story action
	De Poix	Burgoyne action
	S. Fitton & Son	Hamlyn action
	Earl of Dudley	Lowe action
	McMahon	Bond action
40	Symons	Ramsay petn. ordered to go into Witness List
	Poole	Elliott action
	Ajello & Sons	Worsley action
	In re Parmiter / Parmiter	Parmiter action
	Automatic Diversions Syndicate v. Urry action	
45	Mayor, &c. of Hastings v. Taylor / Same	Same action (consolidated)
	Blott	Cowen action
	Vanderpant	Arnold action
	Randall	E. H. Glover & Co. action
	Whalley	Dawson action
50	Dale	Sellick action
	Dickenson	Bristol Tramways & Carriage Co. ld. (British Thomson, Houston ld., third parties) action
	Pneumatic Tyre Co. ld. v. Gregson action	
	Sluce	Poole action
	In re Hodgson / Cobbold	Hodgson action & motn. for judgt.
55	Brooks	Lamplugh action
	Morris	Kysow action
	Incandescent Gas Light Co. ld. v. Swanne & Co. action	
	Hookhan	Johnson & Phillips action
	Whitlark	Dawes action
60	Felix Hadley & Co. ld. v. F. Hadley action (Birmingham D.R.)	
	Jackson	The Cargo Fleet Iron Co. ld. action
	Gipps	Wynne action & motn. for judgt.
	Rose	Neale action
	Summer	Summer action
65	Horwood	Inskip action
	Dale	Powell action
	Jarvis	Jarvis action
	In re Bland / Miller	Bland action
	Anderson	Manchester, Sheffield & Lincolnshire Ry. Co. action
70	Maconochie	J. Livingston & Son action set down by order
	Ind, Coope & Co. ld. v. Davies action	
	Pneumatic Tyre Co. ld. v. English Cycle Co. action	
	In re Wright / Jarvis	Hayden action & motn. for judgt.
	Parry	Bulkeley action
75	Viscount Hood	Coulson action & motn. for judgt.
	Radcliffe	Mayor, &c. of Portsmouth action set down by order (pleadings to be delivered)
	In re Tiffin / Tiffin	Hamilton action
	Hewitt	Wyand action
	Attorney-Gen.	Kirk action
80	D'Arcy	D'Arcy action
	Nicholson	Brown action (transferred from Q. B. Division)
	Lanchester	Richter action
	Jones	Roberts counter-claim set down by order, May 11, 1896
	Underhay	Quinn action
85	Croshaw	Lyndhurst Ship Co. ld. action
	Lord Churston / Buller	Buller / Lord Churston action
	Burton	Simpson action
	In re Buxton / Buxton	Buxton action
	Mardon	Engelbach action
90	Williams	Jones action without pleadings
	Stokes	Prance action
	In re Swinton / Newrick	Astbury issue for trial

Digitized by Google

Hawkins — Rhodes action & motn. for judgt.
94. Harries & Co. — Lock action

Causes for Trial.

(Without Witnesses and Adjourned Summonses.)

Dalton — Fitzgerald adjd. sumns. (evidence not complete)
In re Chivell / Chivell — Carlyon action
Bastard — Bastard action (evidence not complete)
In re Edwards / Hope Edwards — Edwards adjd. sumns.
5 Palmer — Rich special case
In re The Snyder Dynamite Projectile Co. ld. adjd. sumns.
In re Read / Turner — Read action without pleadings
In re Roper / Roper — Roper adjd. sumns.
In re Ormel / Hawkins — Orme adjd. sumns.
10 Page — Ratcliffe two adjd. summonses, dated April 27 and May 14, 1896 pt. hd. (October 28)
Same — Same two adjd. summonses, dated June 29 and July 24, 1896 pt. hd. (October 28)
Murray — The Epsom Local Board adjd. sumns.
In re The Mersey Ry. Co. & Co.'s Act, 1867 adjd. sumns.
Wood — Middleton adjd. sumns.
15 In re Webb / Still — Webb adjd. sumns.
In re The Model Dwellings in Half Nichol Street, Bethnal Green adjd. sumns. to proceed on matter of petn.
In re J. Walthen / Walthen — Johnston adjd. sumns.
In re Lever / Cordwell — Lever adjd. sumns.
Marshall — Snelgrove adjd. sumns.
20 De Montravel — East Argentine Ry. Co. ld. action restored to Non-Witness List by order
Jones — Cooper action
In re Overton / Overton — Overton adjd. sumns.
In re Cowper / Tyrne — Cowper
Cowper — Cowper adjd. sumns.
Billings — Sweeting special case
25 Earp — Walsall Union adjd. sumns. to come on with motn. for sequestration, on 2nd Motion day in Sittings, by order, July 21, 1896
Groom — Groom adjd. sumns.
In re Cooke / Tollemache — Blackett adjd. sumns.
West Hartlepool Corpn. v. Robinson two adjd. sumns., dated respectively June 21 and 25, 1895
In re Strode / Lousada — Adcock adjd. sumns.
30 Macleod — Mathews adjd. sumns.
Dyer — Collins questions arising on receiver's account
In re Pommery & Tanner, Solrs., &c., 1896, P. 1,022 adjd. sumns.
In re Pommery & Tanner, Solrs., &c., 1896, P. 1,021 adjd. sumns.
In re The Western Counties Steam Bakeries & Milling Co. ld. adjd. sumns.
35 Trevor — Hutchings adjd. sumns.
North British, &c. v. Mackintosh adjd. sumns.
Hough — Sparrow motn. for judgt. and adjd. sumns. (if not mentioned in Chambers to stand over to Michaelmas Sittings)
In re Branston, an infant & Guardianship of Infants' Act, 1886 adjd. sumns. (stand over till after doctor's report)
Debney — Eckett adjd. sumns.
40 In re Hughes / Fry — Combs adjd. sumns.
Lancaster Banking Co. v. The Whicham Mining Co. ld. motn. for judgt. (short)
In re Norman Hill / Bullen — Norman Hill adjd. sumns.
Lonsdale — Craven adjd. sumns.
In re Priest / Hatchard — Priest adjd. sumns.
45 Hopcraft — Hopcraft adjd. sumns.
In re Williams / Williams — Grant adjd. sumns.

Before Mr. Justice Kekewich.

Causes for Trial.

(With Witnesses.)

Tufnell — Elliott action pt. hd. (Deft. dead)
Petty & Sons — Taylor & Co. action
Hunt — Rymill action
Moore — London, Edinburgh, &c. Assce. Co. ld. action (transferred from County Court)
5 Cole — Baker action & motn. for judgt.
Osborne — Board action.
The British Insulated Wire Co. ld. v. The Fowler Waring Cables Co. ld. action
Attorney-General v. Tod Heatley action
In re Solomon / Stead — Scheyer adjd. sumns. with witnesses pt. hd.
10 Smart — Tempest action
Collicott — South Staffordshire Mines, &c. Commissioners action
De Candia — Mann, George & Co. action
Pointer & Sons v. Barter action to be heard with No. 20
Freund — Sewell action
15 Marshall — Tytherleigh action
Earl Howe — Willis action (set down by Deft.)
Chalk — Gayton action
The Burry Port & Gwendreath Valley Ry. v. Stead action
In re Bayard / Lewis — Bayard action
20 Barton — Pointer & Sons action (No. 13 to be heard with this)
Mason & Mason ld. v. Robson action
Jones Brothers & Co. v. J. Hallworth & Son action (Manchester D. R.)
Hancock — Hancock action
In re Robinson / Brooke — Kemp action
25 In re Caudwell / Watson — Caudwell action
Lang — Johnston action
Bladon — Tunbridge Wells, &c. Co. ld. action
Cox — Harrison action
Hall — Saunders action
30 Banfield — Jonas action
Houghton — Fuller, Smith & Turner action
Mitchell — Pennefather action
Whitley — Haigh action & motn. for judgt.
Wright — The Financial Assoc. ld. action
35 Sunlight Incandescent Gas Lamp Co. ld. v. Incandescent Gas Light Co. ld. action
Barnes — Haines action
Hoult — Gleadowe action
Gellinger — Gibbs action, motion to expunge & sumns. by orders dated March 16 and April 14, 1896
Whitfield — Whitfield, Hodgsons & Brough ld. action
40 Plant — Bourne action
Jones — Williams action
British Natural Premium Provident Assoc. ld. v. Bywater action
Chapman — Devereux action
Foulis — Baron De L'Isle and Dudley action
45 London General Omnibus Co. ld. v. Hines action
Blandy-Jenkins v. Earl of Dunraven action
Pneumatic Tyre Co. ld. v. Hall Bros. action
Same — Puncture Proof Pneumatic Tyre Co. ld. action
Marshall — Lush & Cook action
50 Burton — Jennings action
Lloyd — Edwards action
Fells — Warburton action
Coleman — Bucks & Oxon Union Bank action
In re Cragoe / Cragoe — Cragoe (In re A. S. Cragoe, an infant) adjd. sumns.
55 Pullen — Barclay & Sons ld. action (set down by order without pleadings)
Newcombe — Property & Estates Co. ld. action
Peet — Lumb action
Wilson — Aldwinckle action
Foat — Clark action
60 Groome — Ricci action
Edgcome — The Incorporated Proprietary ld. action
Devon & Cornwall Banking Co. ld. v. Honey action
Paul — Paul action
Lock — Marie Rose Gold Mining Co. ld. action
65 Humphreys — Mackenzie action
In re The Dunlop Truffault Cycle & Tube Manufacturing Co. ld. & Co.'s Acts motion of Mrs. Shearman entered in Witness List by order, November 10
In re Holt / In re Rollason / Holt — Holt action
Drapers' Co. — Banbury action (without pleadings) November 10
Watts — Hanslope Parish Council action
70 Cooley — Holt action
In re Howlett / Rose — Forster action
Jamieson & Co. — Jamieson action
In re Williams / Williams — Barcroft action
Dean — Sercombe, Son & Co. action
75 White — Weston action
Fraser — Mozambique Gold Mines ld. action
Pullinger — Barnato action (s.o. until return of Commission)
In re Hilton / Webster — Braxton action (Manchester D. R.)
Tomasson — White action
80 Howard — Brand action
Hersey — Romer & Haslam action & counterclaim
Fenton — Rolls action
Jenks — Viscount Clifden action
Pratt — Lee action
85 Farrell — Farrell action
In re the Peruvian Corpn. ld. / General, &c. Trust ld. v. The Peruvian Corpn. ld. action
Roberts — Venning action
The Hemp Yarn & Cordage Co. ld. v. Nelson action
Stepney — The Burry Port, &c. Ry. Co. action
90 The Salt Union ld. v. Harvey action
Hoe & Co. — Forster & Sons action (pleadings to be delivered)
Gillard & Co. — Warne Brothers action (pleadings to be delivered)
Smith — New Publishing Co. ld. action
94 Gehlen — Munique action

Causes for Trial.

(Without Witnesses.)

O'Hanlon — McShane motn. for judgt. (short)
2 Chapman — Perrett motn. for judgt.

Adjourned Summonses.

In re Hedley / Wilde — Hedley adjd. sumns.
In re Snape / Musgrave — Hose adjd. sumns.
In re Gadban / Gadban — Gadban adjd. sumns.
In re Forrester / Forrester — Forrester (expte. Pitffs.) adjd. sumns.
In re Same / Same — Same (expte H. Forrester) adjd. sumns.
In re The Countess of Huntingdon's Connexion and other Charities, &c. adjd. sumns.
In re Bishop's Castle Ry. Co. (claim of Clearing House Committee) adjd. sumns.
In re Same (claim of W. B. G. Botfield) adjd. sumns.
In re Nobbs / Nobbs — Law Reversionary Interest Soc. adjd. sumns.
10 In re Piggott / Scholefield — Bell adjd. sumns.
In re Squire / Squire — Cockshott adjd. sumns.
In re Indenture, dated Feb. 23, 1894 / Evans — Petvin adjd. sumns.
In re Brooks / Brooks — Knight adjd. sumns.
Thomas — Travis adjd. sumns.
15 In re Robson / Robson — Robson adjd. sumns.
In re Martin / Edgcome — Edgcome adjd. sumns.
In re Bateman / Arnold — Smyth adjd. sumns.
In re Ashmole / Ivens — Maycock adjd. sumns.
In re Boyle / Boyle — Norman adjd. sumns.
20 In re Jourdain / Jourdain — Jourdain adjd. sumns.
In re Poulton / Poulton — Poulton adjd. sumns.

Digitized by Google

In re Rawlings
Jenner — Rawlings adjd. sumns.
In re Lord Beaumont
Matheson — Beaumont adjd. sumns.
In re Appleby
Walker — Appleby adjd. sumns.
25 Hinshelwood — Rook adjd. sumns.
Walthamstow Urban District Council v. Henwood adjd. sumns.
In re The Second East Dulwich 745th, &c. Building Soc.
27 Miall — Pearce adjd. sumns.

FURTHER CONSIDERATIONS.

Steane — Steane 2nd fur. con. adjd. from Chambers and adjd. sumns.
In re Wilson
Wilson — Pearson fur. con. adjd. from Chambers and adjd. sumns.
In re Smith
Franklin — Wood fur. con.
In re Parfitt
Nash — Clifford
Nash — Arnold fur. con. adjd. from Chambers
5 In re Smith
Smith — Thompson fur. con.

Before Mr. Justice VAUGHAN WILLIAMS.

(Sitting as an additional Judge of the Chancery Division.)

MOTIONS.

COMPANIES (*Winding up*).

1 W. Brock & Son ld. (transfer proceedings)
2 African Landed Estates Co. ld. (for discharge of order, dated June 21, 1894, as regards applicant)
3 London & General Bank ld. (to compel attendance of witness)
4 London & West of England Contract Co. ld. (leave to issue writ of attachment)
5 Colonial Debenture Corpn. ld. (vary order refusing public exmn.)
6 Ormonde Gymnastic Club ld. (for leave to issue writ of attachment)
7 Hemp Yarn & Cordage Co. ld. (to discharge order dated March 7, 1896)
8 Southern Counties Deposit Bank ld. (to appoint Liquidator)
9 International Commercial Co. ld. (for committal)

CHANCERY DIVISION.

10 Black v. Williams & Victoria Steamboat Association ld. (delivery up of possession)
11 Waites v. Hemp Yarn & Cordage Co. ld. (motn. for judgt.)
12 George Routledge & Sons ld. & reduced (to rectify register)

COMPANIES (*Winding up*).

PETITIONS.

1 Joseph Bull, Sons & Co. ld. (petn. of M. T. Shaw & Co.)
2 Glamorgan Central Permanent Benefit Building Soc. (petn. of the Co.)
3 Industrial Securities Investment Co. ld. (petn. of E. A. Hamblyn)
4 Bidasoa Ry. & Mines ld. (petn. of F. Thorn)
5 Woolley Coal Co. ld. (Yorkshire Banking Co. ld.)
6 Dawe and Co. ld. (petn. of A. Whitchurch)
7 Candelaria Waterworks & Milling Co. ld. (petn. of J. L. Whelen & anr.)
8 Eastern Counties Bacon Factory ld. (petn. of Lalor and Kindersley)
9 Otis Steel Co. ld. (petn. of Laura Relton)
10 G. & S. Bracknell ld. (petn. of the Continental Bottle Co.)
11 South Kent Water Co. (petn. of James Oakes & Co.)
12 Inventors' Union ld. (petn. of W. E. Bramall)
13 Pontypridd Improvements Co. ld. (petn. of P. J. Dunn and ors.)
14 Goodwins, Jardine & Co. ld. (petn. of the Industrial and General Trust ld.)
15 Louis Tussaud's New Exhibition ld. (petn. of the Midland Ry. Co. of Derby)
16 The Stannum Metal Co. ld. (petn. of H. Wallace & Co.)
17 La Bufa Mexican Gold Mines ld. (petn. of Malcolm Wade and ors.)
18 The Tivoli, Leicester ld. (petn. of J. S. Haswell)
19 Armstrong Propeller Co. ld. (petn. of John Stewart and Son ld.)
20 Moore Bros. & Co. ld. (petn. of Nicholson, Sons and Daniels)
21 Thomas Edward Brinsmead & Sons ld. (petn. of J. W. Richardson)
22 Turner & Young ld. (petn. of Pawson & Leafs ld.)
23 Alliance Contracting Co. ld. (petn. of Charles Walter Grimwade)
24 Dietz, Davis & Co. ld. (petn. of the Debenture Corpn. ld.)
25 Heilbuth, Claridge & Co. ld. (petn. of Aviss Bros.)
26 Anderson & Son ld. (petn. of Morgan Bros.)
27 Alfred Shaw & Co. ld. (petn. of the Co.)
28 City & Westminster Contract Corpn. ld. (petn. of Elias Harris)
29 Epsom Racing Stables ld. (petn. of J. T. Segrue ld.)
30 F. E. Nash & Co. ld. (petn. of B. J. Atterbury)
31 Wigston Electrical & Engineering Co. ld. (petn. of Taylor and Hubbard)
32 Securities Insce. Co. ld. and the Joint Stock Companies' Arrangement Act, 1870 (petn. of the Co. & G. S. Barnes)
33 Morocco Bound Syndicate ld. (petn. of W. M. Tilson)
34 Wilson's Food Co. ld. (petn. of Drake, Driver & Co.)

CHANCERY DIVISION.

36 Tipton Moat Colliery ld. & reduced (petn. of Co.)
37 Société Vinicole de Turquie ld. (petn. of Co. and Shareholders to rescind resolutions)
38 George Routledge & Sons ld. & reduced (petn. of the Co.)
39 Old Castle Iron and Tin Plate Co. ld. and the Companies' (Memorandum of Assoc.) Act, 1890 (petn. of the Co.)
40 Western Tin Plate Works ld. and the Companies (Memorandum of Assoc.) Act, 1890 (petn. of the Co.)

COURT SUMMONSES.

COMPANIES (*Winding up*).

1 Lyric Club ld. (set aside proofs)
2 Lands Allotment Co. ld. (taxation of bill)
3 A. Salomon & Co. ld. (remove name from list)
4 Hemp Yarn & Cordage Co. ld. (for discovery)
5 London & General Bank ld. (for leave to make a set-off)
6 General Credit Co. ld. (to appoint new Liquidator)
7 London & Colonial Finance Corpn. ld. (for declaration as to misfeasance)
8 Same Matter (to dispense with or postpone cross-exmn.)
9 Economic Fire Office ld. (on claim)
10 Concessions Trust ld. (to vary list of contributories)
11 Asia ld. (to vary list of contributories)

CHANCERY DIVISION.

12 Stubber — T. Daniel & Co. ld. (for sale)
13 Same — Same (for leave to cross-examine)
14 Same — Same (declare dividend)
15 Same — Same (for discovery)

CAUSES FOR TRIAL.

(With Witnesses.)

COMPANIES (*Winding up*).

1 Hemp Yarn & Cordage Co. ld. (issues of fact)

CHANCERY DIVISION.

2 Lescher — Charles Reynolds & Co. ld. action
3 Van Den Bergh's Margarine ld. v. T. C. & W. A. Crump ld.
T. C. & W. A. Crump ld. v. Van Den Bergh's Margarine ld. (action)
4 G. H. Pohlmann v. Mathias & Strickland ld. (action)

Before Mr. Justice ROMER.

CAUSES FOR TRIAL.

(With Witnesses.)

Edison Bell Phonograph Corpn. ld. v. Hough action restored
Ainslie — Gill Bros. action (pleadings to be delivered)
Davis — Jewell action (pleadings to be delivered)
In re Farmer
Farmer — Crawshaw action
5 Queensland Investment & Land Mortgage Co. ld. v. O'Connell action & counter-claim Deft., E. R. Drury, dead)
In re Reed
Reed — Thompson action (Deft. Thompson bankrupt)
Alston — Alston action
Gleadowe — Burton action (Deft. dead)
Wacogne — Halse action (Deft. bankrupt)
10 Reid — Reid action
Stapleton — Lyles action
Caldwell — Hydro-Oxy. Gas Patent Proprietary ld. action
Symons — Wood action (pleadings to be delivered)
Hargreaves — Nat. Oyster & Lobster Culture Co. action

Transferred by Order, dated June 30th, 1896.

15 Ehrmann — Ehrmann (1894—E.—762) action
In re Preston
Preston — Bonny action (s.o. till after Taxing Master has made his certificate)
Incandescent Gas Light Co. ld. v. Meteor Incandescent Lighting Co. ld. action
Ehrmann — Ehrmann (1895—E.—1,108) action
Tonbridge Urban District Council v. Punnett action pt. hd.
20 In re Letters Patent, 1887, 17,581, granted to O. E. Lewis and A. E. Strickler and Patents, &c. Act petn. to go into Witness List by order, March 18, 1896
Douglas — Pintsch's Patent Lighting Co. ld. action
Peebles — Crosthwaite } action
Passmore — Crosthwaite }
Waterhouse — Brownbill action
Rowcliffe, Rowcliffe & Hilton ld. v. Siddall action
25 In re Weiners ld. & Co.'s Acts, 1862 & 1867 motn. entered in Witness List
Fox — Wright action
In re King
Stringer — King action & motn. for judgt.
Thompson — Miller action
Pneumatic Tyre Co. ld. v. Friswell action
30 Same — East London Rubber Co. action set down by order, March 20, 1896
Walker — Hebden action (Pltff. dead)
Levy — Davis action & counter-claim
Hayward — Hayward action
Blackmore — Bagnot action (pleadings to be delivered)
35 Pneumatic Tyre Co. ld. v. Birney action
Same — Standard Tyre Co. ld. action
Barnes
Meakin — Barnes action & counter-claim
In re Bankes
Dawes — Sladen action & motn. for judgt.
Howe
Cookson — Carlisle Model Building Soc., No. 1 action for trial consolidated
40 Beall — Cronheim action
Fairweather — Fairweather action and counter-claim
In re Bullwinkle
Smith — Robb action
Hicks — Robinson action (s.o. one month after return of order for cross-exmn.)
Samuel — Gibbon action
45 Irons — Snow (stand over until pleadings closed)
Vernon — Reynolds action and counter-claim
Adamant Stone & Paving Co. ld. v. Liverpool Corpn. action
In re The Companies' Act, 1862 & In re The Anglo-Gold Fields of Australasia ld. motn. entered in Witness List

Digitized by Google

Bouverie Press ld. v. Pitman action
50 In re Weiners ld. & Co.'s Acts, 1862 to 1890 motn. entered in Witness List
Tatham Bromwich action
Wood Raphael action
Bowler Stafford action
Foster Golden Link Mining Co. ld. action set down by order
55 Law Life Assce. Soc. v. Baron Bateman action & motn. for judgt.
Woods The Waitekauri Extended ld. action
Ind, Coope & Co. ld. v. Barwick action
Brooks Whalley action
Lord Hastings Ewen action
60 Defries Sherwood & Sons action
Scott v. Hamling & Co. ld. act. } not before Nov. 7—
Scott v. Hull Steam Fishing & Ice Co. ld. action } liberty to apply to fix day for trial
Steers Halliley action
Commissioners of Sewers of Level of Havering v. Fairhead action
65 In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts (expte. Newman) motn. entered in Witness List (to come on with actions)
Vyner North Eastern Ry. Co. action
The Pneumatic Tyre Co. ld. v. Swift & Co. action set down by order, dated April 24, 1896
Robinson Robinson action
London & County Banking Co. ld. v. Preston action
70 { In re Lewis / Reece Todd action
Pneumatic Tyre Co. ld. v. Powell & Barstow action
Simpson Hughes action
Armstrong Hughes action
Thunder Barnato Bros. action (s.o. 21 days after delivery to Defts. of Pltff.'s answer to interrogatories, June 10, 1896)
75 Hollings Hollings action
In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts (expte. W. J. Soper) motn. entered in Witness List
In re The Same (expte. A. Voigt) motn. entered in Witness List
In re The Same (expte. W. Skinner) motn. entered in Witness List
In re The Same (expte. J. Cocking) motn. entered in Witness List
80 In re The Same (expte. J. E. Palce) motn. entered in Witness List
} to come on with actions Nos. 92 and 93
Bletcher The Hatfield Chase Warping & Improvement Co. action
{ In re Roberts / Knight Roberts action
Duncan & Co. Greenhill action
Griffin Leonard, Boult & Co. ld. action
85 Smith Sykes action
Thomas Travis action
Irvine Tennant action
Jackson Best of Boys Publishing Co. ld. act.
Kersey Bexley Heath Ry. Co. action
90 Wimshurst, Hollick & Co. ld. v. National Telephone Co. action
Lewis Jones action (without pleadings)
Prust v. The Marie Rose Gold Mining Co. ld. action } seven motns. to come on with these actions
Stanley v. The Same Co. action
Nasch's Patent Book Sewing Machine Co. ld. v. Nasch action
95 { In re Turner / Barker Ivimey action & third party notice
In re Dellwik's Patent, No. 2110 of 1896 petn. ordered to go into Witness List (s.o. till after application to amend)
Winch Flight action
Rymer McIlroy action
Menzies Addleshaw action
100 Roberts Honduras Government, &c. Co. ld. action
United Trust Co. ld v. Menzies action
Farr Hiscock action
Cook Winstanley action
Ridges Langley action
105 Barritt Bryan, Donkin & Co. ld. action
{ In re Cotton / Buckett Cotton action
Hicks National Telephone Company ld. action
Inman Goss action
Howells Williams action
110 W. Clover ld. Clover action
Harris County Council of Northamptonshire action
The Canadian & American Mortgage & Trust Co. ld. v. Menzies action
Lancelotte Shepherd action
Manchester Trust ld. v. Menzies action
115 In re The Marie Rose Gold Mining Co. ld. & Co.'s Acts (expte. C. A. Harzer) motn. entered in Witness List (to come on with actions Nos. 92 & 93)

SUMMARY OF CHANCERY CAUSE LIST.

1.—Mr. Justice Chitty—*Witness Actions*	63	
Non-Witness Actions, including Summonses	81	
Further Considerations	8	
		— 152
2.—Mr. Justice North—*Witness Actions*	70	
Non-Witness Actions	7	
Adjourned Summonses	27	
Further Considerations	5	
		— 109
3.—Mr. Justice Stirling—*Witness Actions*	94	
Non-Witness Actions, including Summonses	46	
		— 140
4.—Mr. Justice Kekewich—*Witness Actions*	94	
Non-Witness Actions	2	
Adjourned Summonses	27	
Further Considerations	5	
		— 128
5.—Mr. Justice Romer—*Witness Actions:*		
Actions Transferred	115	
		— 115
Total Causes and Matters for Hearing in the Chancery Division		644

N.B.—In addition to the above Actions and matters for trial or hearing, the following Companies (Winding up) matters stand for hearing before Mr. Justice Vaughan Williams, *sitting as an additional Judge of the Chancery Division:—*

Petitions, Companies (Winding up)	34
Petitions, Chancery Division	6
Court Summonses, Companies (Winding up)	11
Court Summonses, Chancery Division	4
Motions, Companies (Winding up)	9
Motions, Chancery Division	3
Causes for Trial	4
	71

Digitized by Google

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

SPECIAL PAPER.

FOR ARGUMENT.

1 In re an Arbtn. between The Trustees of The Ipswich & Stowmarket Navigation and The East Suffolk County Council (part heard before Baron Pollock & Mr. Justice Kennedy, June 11, 1896) Special case.
2 In re an Arbtn. between Houston & Co. and The Standard Steamship Owners' Protection, &c. Assoc. ld. Special case.
3 Younghusband v. Metropolitan District Ry. Co. Special case.
4 In re an Arbtn. between Gubbins & anr. and The London & Blackwall Ry. Co. & The Great Eastern Ry. Co. Special case.
5 Miles & anr. v. The Queen (to be taken with Revenue Paper) Demurrer.
6 Clark (on behalf, &c.) v. The Rochford District Council of the County of Essex Special case.
7 The Mayor, &c. of Ashton-under-Lyne v. Pugh Special case.
8 In re an Arbtn. between Kempf and The National Insurance and Guarantee Corpn. ld. Special case.
9 In re an Arbtn. between William Hamilton & Co. and E. F. & W. Roberts Special case.

OPPOSED MOTIONS.

FOR ARGUMENT.

1 In re a Solicitor. Expte. Incorporated Law Soc.
2 In re a Solicitor. Expte. Ellis (s.o. for Law Soc. to report)
3 The Attorney-Gen. v. Wright (s.o. until after trial of action)
4 In re a Solicitor. Expte. Incorporated Law Soc.
5 In re a Solicitor. Expte. Same
6 Murdock & anr. v. Mayor, &c. of Bournemouth
7 In re a Solicitor. Expte. Incorporated Law Soc.
8 In re an Arbtn. between Wm. Lewis and Nathaniel Price Cameron
9 Edwards v. Woodhams & Co.

CROWN PAPER.

FOR ARGUMENT.

1 Jarrow. McInany v. Hildreth Magistrate's case.
2 Lancashire. The Queen v. Bretherton & ors., Jj. & Ward (expte. Mann) Nisi to hear information.
3 Surrey, Lambeth. Ransted v. Long & ors. County Court. Plaintiff's appeal.
4 Middlesex, Marylebone. Stanbridge v. Firbank County Court. Defendant's appeal.
5 Lancashire. Commrs., &c. of Port of Lancaster v. Overseers, &c. of Barrow-in-Furness Quarter Sessions. Special case. Both sides appeal.
6 London. The Queen v. Justices of County of London (expte. Kerfoot) Nisi for mandamus to hear appeal.
7 Carnarvonshire. London & North Western Ry. Co. v. Llandudno Improvement Commrs. Quarter Sessions. 12 & 13 Vic., c. 45, s. 11.
8 Middlesex. Bridge v. Howard Magistrate's case.
9 Same, Clerkenwell. Everett v. Thorby County Court. Plaintiff's appeal.
10 Gloucestershire, Cheltenham. Hillen v. Curtis County Court. Defendant's appeal.
11 Herefordshire, Leominster. Davies v. Trewin County Court. Plaintiff's appeal.
12 Met. Pol. Dist. Shields v. Howard Magistrate's case.
13 Durham. Travers & anr. v. Mason Magistrate's case.
14 Derbyshire. The Queen v. Bagshawe & ors., Jj. & Bramall (expte. Overseers of Bradwell) Nisi for distress warrant.
15 Glamorganshire, Swansea. Metropolitan Bank v. Peters County Court. Defendant's appeal.
16 Yorkshire, Ripon. Redmore v. Morrison & Mason County Court. Defendants' appeal.
17 Northamptonshire, Wellingborough. Cutlan (trading, &c.) v. Dawson & Son County Court. Defendants' appeal.
18 Surrey, Wandsworth. Williams & anr. v. Stoltz County Court. Plaintiffs' appeal.
19 Middlesex, Bloomsbury. Swain v. Green County Court. Plaintiff's appeal.
20 Kent. Fowle v. Fowle Magistrate's case.
21 Yorkshire, Leeds. Roberts v. Security Co. County Court. Defendants' appeal.
22 Salford. Catterall v. Carse Hundred Court. Defendant's appeal.
23 Cornwall. Blatchford v. Haynes Magistrate's case.
24 Worcestershire. The Queen v. Mayor, &c. of Worcester Nisi for mandamus to obey order of Local Government Board.
25 Southampton. The Queen v. Burial Board for Basingstoke Nisi for mandamus to cause ground to be consecrated.
26 Peterborough. Cook v. Gaches Magistrate's case.
27 Bedfordshire. Teale v. Harris Magistrate's case.
28 Middlesex, Shoreditch. Brown & Sons v. International Leather Co. County Court. Defendant's appeal.
29 Devonshire, Newton Abbot & Torquay. Engelhardt v. Farrant & Co. and anr. County Court. Defendant Lipton's appeal.
30 Middlesex, Marylebone. Hancock v. Aytoun County Court. Defendant's appeal.
31 Same. Same v. Same County Court. Defendant's appeal.
32 Same. Same v. Same County Court. Defendant's appeal.
33 Met. Pol. Dist. Vestry of St. John, Hackney v. Hutton Magistrate's case
34 Essex, Brentwood. Lavender v. Johnson (Johnson, clmt.) County Court. Claimant's appeal.
35 Yorkshire, Halifax. Patchett & Sons v. Herdieckerhoff County Court. Defendant's appeal.
36 Devonport. Warren v. Hanger Quarter Sessions. Special case. 7 & 8 Geo. IV., c. 53., s. 84 (excise).
37 Same. Same v. Same Quarter Sessions. Special case. 7 & 8 Geo. IV., c. 53., s. 84 (excise).
38 London. Melser v. Weyers & ors. County Court. Plaintiff's appeal.
39 Evesham. Cope v. Landles Magistrate's Case.
40 Southampton. Franklin v. Jones County Court Defendant's appeal.
41 Lancashire. Slater v. Guardians, &c. of Blackburn Union Magistrate's case.
42 Derbyshire. Roberts v. Overseers of Parish of Clowne Quarter Sessions. Special case, Appellant's appeal (rating).
43 Yorkshire, W. R. The Queen v. Farsley Urban District Council (expte. Busfield) Nisi for mandamus to approve plans.
44 Hampshire, Southampton. Ashmall v. Beaton County Court. Applicant's appeal.
45 Hampshire, Ringwood. Etherington v. Lister-Kay & ors. County Court. Plaintiff's appeal.
46 Middlesex, Clerkenwell. Young v. Vestry of St. Mary, Islington County Court. Plaintiff's appeal.
47 Sussex, Brighton. Nutley & anr. (suing, &c.) v. Wells & Co. & anr. County Court. Defendant J. C. Wells' appeal.
48 Staffordshire, Tunstall. Cowen v. Downes (Hayes, clmt.) County Court. Claimant's appeal.
49 Cheshire, Chester. Yearsley v. Wood & Son County Court. Plaintiff's appeal
50 Middlesex, Bow. Middleton v. Wright & Sons County Court. Defendants' appeal.
51 Same. Durtnall v. Same County Court. Defendants' appeal.
52 Middlesex, Shoreditch. Bayliss v. Brett County Court. Defendant's appeal.
53 Ipswich. Robinson v. Lowe Magistrate's case.
54 Met. Pol. Dist. Vestry of St. Mary, Battersea v. Simpson & ors. Magistrate's case.
55 Same. Same v. Metchin Magistrate's case.
56 Surrey, Croydon. Dye v. Martin County Court. Plaintiff's appeal.
57 Middlesex, Bloomsbury. Ganthron v. Richter & anr. (Met. Credit Co., clmts.) County Court. Claimants' appeal.
58 Liverpool. Ellis v. Bower Magistrate's case.
59 Middlesex, Clerkenwell. Jay & anr. v. Jahncke County Court. Defendant's appeal.
60 Surrey, Wandsworth. Jordan v. Turner County Court. Defendant's appeal.
61 London. The Queen v. Kay (expte. Lee) Nisi for mandamus to tax costs of arbitration.
62 Cent. Crim. Court. The Queen v. Hess Nisi for certiorari for indictment at instance of Defendant.
63 Surrey. The Queen v. Overseers of Parish of Barnes (expte. Ratcliff) Nisi for mandamus to pay money to Conservators of Barnes Common.
64 Kent. The Queen v. Spicer & ors. Nisi for certiorari for indictment at instance of Defendants.
65 Middlesex, Marylebone. Bright v. Tickner & anr. County Court. Defendants' appeal.
66 Glamorganshire. Hill v. Jones Quarter Sessions. Special case. Appellant's appeal.
67 Gloucestershire, Bristol. Dowse v. James County Court. Plaintiff's appeal.
68 Sussex. The Queen v. Mayor, &c. of Hastings (expte. Young) Nisi for mandamus to maintain sewer.
69 Cent. Crim. Court. The Queen v. Evershed & anr. Nisi for certiorari for indictment at instance of Defendant Evershed.
70 Lancashire, Burnley. National Telephone Co. v. Winter County Court. Plaintiffs' appeal.
71 Middlesex, Clerkenwell. Driscoll v. Joseph. County Court. Plaintiff's appeal.
72 Surrey. The Queen v. Treadcroft & anr., Jj., &c. and Woking District Council (expte. London Necropolis Co.) Nisi to Jj. to certify roads.
73 Essex. London & North Western Ry. Co. v. Commrs. of Sewers of the Fobbing Levels Quarter Sessions. 12 & 13 Vict. c. 45, s. 11
74 London. The Queen v. Rev. J. S. Sinclair & anr., Jj., &c. and Gigantic Wheel, &c. Co. (expte. Overseers of Fulham) Nisi for distress warrant.
75 Wiltshire, Marlborough. Willes & ors. v. Rushen & anr. County Court. Defendants' appeal.
76 Surrey, Guildford & Godalming. Cobbett & ors. v. Smith. County Court. Defendant's appeal.
77 Devonshire, Tiverton. Austin v. Bowerman County Court. Defendant's appeal.
78 Derbyshire, Derby. Kay v. Cordin & anr. County Court. Plaintiff's appeal.
79 Essex, Southend. Southwell v. Larchin. County Court. Plaintiff's appeal.
80 Middlesex, Whitechapel. Debout v. General Steam Navigation Co. County Court. Defendants' appeal.
81 Gateshead. Hepple v. Brumby. Magistrate's case.
82 Surrey, Southwark. Forster v. Adams. County Court. Defendant's appeal.
83 Hampshire, Portsmouth. Brown & anr. v. King County Court. Plaintiffs' appeal.
84 Berkshire, Windsor. Parsons v. Gold County Court. Defendant's appeal.
85 Glamorganshire, Swansea. Thomas v. Hodgens County Court. Defendant's appeal.
86 Suffolk, Beccles & Bungay. Rose v. Thackeray & ors. County Court. Plaintiff's appeal.
87 London. Joseph v. Bell & anr. County Court. Plaintiff's appeal.
88 Blackburn. Hindle & anr. v. Birtwistle Quarter Sessions. Special case. Respondents' appeal (conviction—Factory Acts).
89 Shropshire, Whitchurch. Dodd v. Churton County Court. Defendant's appeal.
90 Middlesex, Edmonton. Peel & Son. v. Twitchin County Court. Defendant's appeal.
91 Sheffield. Thorpe v. Anthony & anr. Magistrate's case.
92 Same. Fuller v. Jackson Magistrate's case.
93 Lancashire, Blackburn. Downing v. Appleby & Sons County Court. Defendants' appeal.
94 Lancashire, Burnley. Edmondson v. Harrison County Court. Plaintiff's appeal.
95 Glamorganshire, Swansea. Vivian v. Dalton County Court. Defendant's appeal.
96 Oxfordshire, Chipping Norton. Batt v. Cowan County Court. Plaintiff's appeal.
97 Same. Cowan v. Habgood & anr. County Court. Defendant' appeal.
98 Middlesex, Bow. Pigneau & Son v. Clarke (Bone & anr., clmts.) County Court. Plaintiffs' appeal.
99 Somersetshire, Wellington. Dimond v. Davey County Court. Plaintiff's appeal.
100 Lancashire. Thomson v. Burns Magistrate's case.
101 Same. Same v. Hartley Magistrate's case.
102 Cardiganshire, Lampeter. Hughes v. Lewis & anr. County Court. Defendants' appeal.
103 Kent, Ramsgate. Hood v. Woodhall County Court. Defendant's appeal.
104 Met. Pol. Dist. Umfreville v. London County Council Magistrate's case.
105 Glamorganshire. Jones v. Thomas Magistrate's case.
106 Lancashire, Mayor, &c. of Southport v. Birkdale Urban District Council Magistrate's case.

Digitized by Google

107 London. The Queen v. Vestry of Bromley, St. Leonard (expte. Sheffield) Nisi for mandamus to pay pension
108 Same. Dennis (admx., &c.) v. Forbes & ors. County Court. Plaintiff's appeal.
109 Same. Hamlyn & Co. v. Steele County Court. Plaintiffs' appeal.
110 London. Conservators of River Thames v. City of London Union & anr. Quarter Sessions. Special case. 12 & 13 Vic., c. 45.
111 Lancashire. Osborn v. Wood Bros. Magistrate's case.
112 Gloucestershire, Cheltenham. Goodlock v. Cousins County Court. Defendant's appeal.

REVENUE PAPER.

FOR HEARING.

CAUSES BY ENGLISH INFORMATION.

Attorney-Gen. v. The Verderers of the New Forest & ors. part heard
Attorney-Gen. v. Newcomen (since dec.) and ors. part heard
Attorney-Gen. v. Earl of Carlisle & ors.

SPECIAL CASE.

Re The Mayor, &c. of Borough of Nottingham

CASE STATED AS TO STAMP DUTY.

Mersey Docks & Harbour Board (Applts.), and The Commrs. of Inland Revenue, Respts.

Motions for Attachment . . . . . 10.

DIVISIONAL LIST.—SUMMARY.

Special Paper	9
Opposed Motions	9
Crown Paper	112
Revenue	15
Total	145

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

SATURDAY, OCTOBER 24TH.

The following Courts will sit until Saturday, 31st October, for the Trial of the following classes of Actions:—

TWO COURTS for MIDDLESEX Special Juries.
TWO COURTS for MIDDLESEX Common Juries.
TWO COURTS for Non-Jury Actions.
ONE COURT for COMMERCIAL Actions and Non-Juries.

MIDDLESEX Special Jury Actions.

Actions beyond No. 1499 in this List will not be taken before Monday, 2nd November.

The following Numbers will be in the List for Trial on Tuesday, 27th October—Nos. 1297 to 1333, both inclusive.

1248 Chance (pt. hd.) v. Beveridge & ors. libel (day to be named)
1288 Beatty (pt. hd.) v. Cullingworth assault (day to be named)

1297 Johnstone v. West & anr. slander
1303 Cook v. Kibblewhite libel
1304 Same v. Aylward libel
1305 Same v. E. Lloyd ld. libel
1306 Same v. Gibbs libel
1316 Saunders v. South Coast Land Soc. contract
1317 Abbott v. Arrol contract
1333 Dutnall v. L. G. O. Co. ld. pers. inj.

1363 Pearce v. L. G. O. Co. ld. pers. inj.
1366 Kerr & ors. v. Fauvel detinue
1379 Bierer & anr. v. Livesey stockbroker's acct.
1381 Same v. F. Wheler stockbroker's acct.
1387 Hughes v. Feeney libel
1388 Same v. Birmingham News & Printing Co. ld. & anr. libel
1415 Arnup v. West slander
1237 Beatty v. Neller libel
1417 Stoakley v. Same libel
1457 Smith v. L. & S. W. Ry. Co. pers. inj.
1466 Digby v. East Ham Urban District Council Lord Campbell's Act
1469 Hewitt v. Spiers & Pond ld. trespass
1477 Price v. Weldon contract
1478 Humfress v. Imperial Life Insce. Co. & ors. declaration
10 Liquidation Estates Purchase Co. ld. v. Haldon & ors. possession
615 Houldsworth v. Priestley contract
903 Alliance Contracting Co. ld. v. Johnstone contract
1118 Nicholls v. Allen pers. inj.
1276 Edwards & anr. v. Hedgecock declaration
1336 Newsam & anr. v. Gosberon injunction
1395 Schuler v. Bedford Park Stores ld. negligence
1405 Bisgood v. Gresham Life Assce. Scc. commission
1435 Persee v. Davidson contract
1446 Leconte v. Jacobs mal. pros.
1465 Thorman v. Evans detinue
1479 Cameron v. Hubert & anr. contract
1481 Gregory v. Ripley covenant
1484 Harris v. Cloots slander
1499 Horsell v. Myers & Wife work

1504 Eadie v. L. G. O. Co. ld. pers. inj.
1506 Schen v. Kickert & ors. goods sold
1520 Hewitt v. Balderson & Son distress
1528 Lynch v. Nat. Telephone Co. ld. pers. inj.
1535 Wood & ors. v. Dicks & ors. libel
1540 Swann v. Jewell judgment
1547 Kincaid v. Muller & anr. contract
1557 Ferdinand v. Edington slander
1559 Broomfield v. North Met. Trams Co. pers. inj.
1565 Page v. J. P. Roberts's Stores wrong dis.
1569 Joyes v. Loe & anr. assault
1571 Cass v. Universal Stock Exchange ld. money received
1575 Schuppisser & Sons v. Weyers & Coles & anr. bill
1581 Spencer v. Scott contract
1588 Hunt v. Hagemann mal. pros.
1593 Blundell v. Star Newspaper Co. ld. libel
1598 Chiles v. Mason libel
1599 Gordon v. Wight fraud. reps.
1609 Bazzone v. Notley fraud. reps.
1613 Myers v. Shippam salary
1624 Sharwood & Co. v. Gordon & Dilworth ld. & anr. libel
1625 Knell v. London Trams Co. ld. pers. inj.
1626 Battcher v. London, Tilbury & Southend Ry. Co. & anr. pers. inj.
1631 Belfield v. Tompson work
1638 Mackinnon v. Paterson warranty
1639 Fox v. Jerome & ors. libel
1649 Johnson v. London, Chatham & Dover Ry. Co. pers. inj.
1660 Allender v. Clayton money lent
1662 Williams v. Odell & Co. pers. inj.
1663 Sutton & Wife v. Same pers. inj.
1673 Nelson v. McNeil & Co. wrong. dis.
1674 Dandicolle & Co. ld. v. Lancashire money received
1677 Sturipe v. Rolls breach of promise
1681 Anderson v. Glengall Ironworks ld. pers. inj.
1683 Guez v. London Exhibitions ld. contract
1684 Russell Bros. v. Bendigo Gold Fields ld. stockbroker's account
1697 Gater v. Waltham Abbey, &c. Gas Co. injunction
1698 Spencer & Co. v. Eastwood & Co. ld. goods sold
1699 Yarde-Buller v. Lord Tweedmouth contract
1714 Burton v. A. N. Pryer & Co. Lord Campbell's Act
1723 Gorman v. London, Chatham & Dover Ry. Co. pers. inj.
1724 Messer v. Saunders & ors. work
1727 Jenkins v. Great Eastern Ry. Co. pers. inj.
1736 Clark v. Great Yarmouth Steam Tug Co. ld. negligence
1742 Stiven v. Welsford libel
1762 Miller v. Lon. County Council negligence

MIDDLESEX Common Jury Actions.

Actions beyond No. 1607 in this List will not be taken before Monday, 2nd November.

The following Numbers will be in the List for Trial on Tuesday, 27th October—Nos. 1416 to 1514, both inclusive.

1418 Smith v. Davis breach of promise
1420 Crisp v. Green slander
1425 Fuller v. Lorimer & Co. salary
1426 Newman v. Smith fraud. reps.

Digitized by Google

1431 Farrington & Wife v. London Road Car Co. ld. pers. inj.
1441 Love v. Payne money lent
1484 Mc Grath v. Davidson detinue
1486 Maddock v. Maddock money lent.
1495 Williams v. Ferriroli work
1514 Key v. Johnson, Dymond & Son pers. inj.

1515 Kinchant v. Teasdale note
1516 Same v. Dane note
1517 Marcussen v. Mason issue
1519 Braithwaite v. Attenborough & ors. detinue
1526 Johnson v. Storey possession
1536 Jones v. Hayden slander
1555 Holmes v. Faithfull & anr. penalty
1396 Edmonds v. Payne assault
1410 Douglas & anr. v. Needham rent
1432 Lang v. Seddon guarantee
1467 Smith v. London Road Car Co. negligence
1508 Leaver v. Gibson negligence
1518 Macdonald v. Holdsworth goods sold
1530 Graham v. Tudor Publishing Co. & anr. libel
1538 King v. Fitz-George & ors. contract
1541 Munro v. Jameson slander
1548 Read v. Hackney Vestry trespass
1549 Mace v. Jackson slander
1558 MacConnell v. Slaters, ld. detinue
1564 Crowther v. Ling negligence
1566 Verheyen v. Freeman covenant } to be tried
1580 Freeman v. Verheyen fraud. reps. } together
1586 Ward v. Mealing trespass
1594 Duberly & Wife v. Rumboll libel
1607 Simmonds v. Allbutt work

1608 Briad v. Adams mal. pros.
1619 Hemingway v. Whitehead mal. pros.
1632 Goddard v. Kaye covenant
1678 Collins v. Pitfield & Co. cheque
1680 Threadwell v. Baines slander
1685 Stokes v. London Road Car Co. pers. inj.
1686 Paterson v. Thomson work
1703 Harris v. R. White & Sons ld. per. inj.
1705 Briggs v. Tudor Publishing Co. & anr. libel
1706 Fisher v. Margolinski libel
1716 Davis v. Graham & anr.
1730 Sankey v. Scott & anr. bill
1733 Dawson v. Murton pers. inj.
1741 Sampson v. Charlton pers. inj.
1743 Fitzwilliam v. Balls issue
1744 Rogers v. Collins money received
1766 Hitch v. Liardet guarantee
1767 Thomas & ors. v. Dashwood work
1769 Holland v. Baker declaration
1784 Allbutt v. Elder work
1787 Lane v. Austin & ors. contract
1789 Hendry v. Prior pers. inj.
1795 Stock & Investment Agency v. W. Von Bissing money paid
1795A Same v. L. M. Von Bissing money paid
1796 Spencer v. Jones warranty
1804 Ashenden v. Lukey trespass
1805 Wilkins v. Mears contract
1806 Adams v. Brodie fraud reps.
1820 Jenkins v. Melrose mal. pros.
1811 Hill v. Jennings detinue
1815 Rowse v. Bothamley breach of promise
1816 Rush v. Hopkins slander
1817 Kaenig v. Rosenberg slander
1818 Rance v. Allibone & anr. pers. inj.
1825 Gun v. Holohan breach of promise
1829 Groom & Wife v. Harvey pers. inj.
1830 Ramsbottom v. The Mayfair Property Co. & anr. contract
1834 Martin v. Brewery Joint Stock Syndicate ld. & anr. contract
1840 Whannell v. Keen libel
1842 Chapman v. London Road Car Co. ld. pers. inj.
1855 Hanly v. Butler & Son pers. inj.
1856 Ballard ld. v. Harpenden Freehold Estates Co. ld. contract
1857 J. Salter & Co. v. Rich trespass
1861 Bennett v. London Road Car Co. ld. pers. inj.
1862 Beauchamp v. Chalk & anr. trespass
1868 Haward Bros. v. Terrabona Co. ld. goods sold
1878 Goldsmith v. Simson & ors. libel
1885 Ivens v. Lowenstein slander
1889 Samuel v. Driver bills
1893 Lebus v. Sinclair pers. inj.
1896 Ady v. O'Connor & ors. libel
1911 Marcussen v. Shoard detinue
1914 Dwelley v. Johnson pers. inj.
1938 Armstrong v. De la Rue & Co. pers. inj.
1941 Hayward v. Lilley work
1948 Weekes v. South London Equitable Building Soc. detinue
1952 Sell's Advertising Agency ld. v. The Harmony Borax Co. work
1953 Williams v. Birney false impt.
1957 Henderson v. Larking & ors. possession
1967 Green v. Eastwood & Co. money received
1973 Morris v. Radford notes
1983 Warner v. Glaloussy stockbroker's account
1985 Woodd v. Holden same
1993 Wotton v. Wotton slander
1996 Finch v. Hardaway assault

NON-JURY ACTIONS.

Actions beyond No. 2078 in this List will not be taken before Monday, 2nd November.

The following Numbers will be in the List for Trial on Tuesday, 27th October—Nos. 1864 to 1970, both inclusive.

1864 Knight v. Layton detinue
1871 Hull v. Church breach of promise
1875 The Army & Navy House Furnishing Co. ld. v. Pickett & ors. contract
1892 Peebles v. Oswaldtwistle Urban District Council mandamus
1899 Pinchin v. Tubbs covenant
1919 De Cassano v. New Emeralds Co. money paid
1921 Nixon & ors. v. Chaundy & ors. possession
1922 Roberts v. Gibbins possession
1926 Bull v. Tongue detinue
1932 Mew & anr. v. Ind, Coope & Co. ld. issue
1934 Hooton v. Williamson & Sons ld. contract
1944 Hosegood v. Pedler & ors. Solicitor's bill
1947 Harvey v. Spinks possession
1949 Lines & anr. v. Usher & anr. money paid
1966 Bubb v. Maine possession
1970 Finlay Mexican Investment Corpn. policy

1974 South African Territories ld. v. Wallington contract
1990 Aire & Calder Glass Bottle Works (E. Breffit & Co.) v. Mansel covenants
1997 Shuckburgh v. Dawson bill
2005 Simmons v. Plumpton note
2014 Cadett v. Pearson copyright
2015 Tucker v. Hall & ors. possession
2020 Chick v. Pettit covenant
3 Dumbleton & ors. v. Williams & ors. contract
1069 Purkis & ors. v. Lawrence & ors. trespass
1232 Green & anr. v. Frith work
1233 Sutherst v. Pilling guarantee
1454 Murchison Syndicate ld. v. Fielder contract
1533 Coolgardie Consolidated Gold Mines ld. v. Borland calls
1566 Sutton & anr. v. Gibbs possession
1611 Scott v. Gregory & Co. contract
1686 Worsley v. Burgoyne contract
1765 Dollar v. Bayley & Co. work
1833 Orchard v. Buchanan bills
1860 Jackson v. Seal issue
1867 Holdich & ors. v. Mould covenant
1880 Mayor, &c. of Colchester v. Bradley money paid
1884 Frost v. Knight notes
1924 Irvine v. Hay covenant
1939 King v. Russell contract
1962 Coles & ors. v. Palmer deed
1965 Baker v. Mandeville wrong dis.
1979 Gwynne v. Bute Docks Co. work
1980 Warner v. Plumbly & Co. stockbroker's acct.
1981 Same v. Bennett & Co. stockbroker's acct.
1982 Same v. Bradburn stockbroker's acct.
1984 Same v. Mitcalfe stockbroker's acct.
1991 Hardacre v. Archer & anr. penalties
1994 Tebbutt v. Hughes & anr. money received
2001 Appleyard v. Lambeth Vestry declaration
2026 Macfarlane & anr. v. Maxted contract
2034 Barnett v. Williams covenant
2035 English, Scottish and Australian Bank ld. v. Chate & anr. money received
2041 Nathan v. Huth distress
2049 Fordham v. Wae goods sold
2054 White v. Ellis issue
2055 North Charterland Exploration Co. ld. v. Riordan calls
2056 Same v. Rowe calls
2057 Ridgway v. Osborne contract
2059 Dennis & anr. v. Ganteaume & anr. contract
2060 Incorporated Proprietary ld. v. Edgcome contract
2061 Davis v. Sugare goods sold
2063 Collier v. Kenworthy money lent
2067 Richardson v. Washington & anr. issue
2071 Hall v. Sheridan money paid
2072 Central Wealth of Nations v. Wood calls
2076 Butts v. Taylor money paid
2077 Smith v. Birkin bills
2078 Taylor v. Clark contract
2081 Baker & Wife v. Joslin & anr. trespass
2086 Crosse & Sons v. Bashall & ors. work
2090 Hawkins v. Tune possession
2091 Billings v. Glover commission
2094 Loge v. Sperling and Co. money received
2095 Birch v. Petersen money lent
2098 Biddell & ors. v. Daniells & ors. possession
2099 Wood & ors. v. Gibbs & anr. possession
2102 Turon Gold Mines ld. v. Davies calls
2103 Hamilton v. Sinclair & anr. contract
2104 Rudall & anr. v. Ferris possession
2105 Bellord v. Petre & anr. cheque
2107 Sir R. Hanson & ors. v. Abrahams possession
2108 Pearse v. Zuccani contract
2111 Neapean v. Nantes detinue
2113 Bachmann & anr. v. L. G. O. Co. ld. pers. inj.
2115 Greet v. Lambert rent
2117 Kirkwood v. Oldfield note
2118 Meyer v. Mines Acquisition & Development Co. ld. work
2120 De Murrieta & Co. ld. & ors. v. Galindez money lent
2122 Yeoman v. Staveley & anr. contract
2125 Whitwell & ors. v. Lakeman & anr. commission
2126 Friedlander v. Ascher & ors. injunction
2127 Winser v. Northern Wealth of Nations ld. fraud. reps.
2128 Horner v. Ratner Safe Co. ld. salary
2129 Same v. Cox & anr. contract
2136 O'Donnell v. Regan contract
2139 Derriman v. Derriman & ors. covenant
2141 Riordan v. Vickers cheque
2143 Thomlinson v. Lightbourne & ors. contract
2144 Romeu-Alena v. Bicknell contract
2156 Dixon v. Salmon possession
2157 Deane v. Nash pers. inj.
2160 Fowler & anr. v. Solomon work
2168 Johnson v. The Technical Assoc. of London ld. goods sold
2170 Griffiths v. Brown contract
2176 Armstrong v. Kirton account
2177 Pemberton v. Claremont money paid
2180 Collins v. Wallace contract
2184 Knocker v. Hands work
2189 Morton & Co. v. King bill
2191 Campbell Johnston v. Campbell Johnston money received
2207 Wheatley v. Smith & anr. issue
2208 Bodkin v. Barker covenant
2209 Jackson v. Scoble possession
2211 Askwith v. Sheridan & ors. money lent
2212 Morrison & Son v. Nelson & anr. trover
2215 Willmer v. Sheridan & anr. notes.
2218 Hamnett & Co. v. Forester work
2220 Stuart & Co. ld. v. The Capitol Freehold Land and Investment Co. ld. commission
2230 Smith v. Mc Kim, Sons & Co. work
2238 Arthurton v. Metropolitan Bank of England and Wales, ld. contract
2244 Finch-Hatton v. United Kingdom Debenture Bank ld. work
2247 Joseph & anr. v. Vickers fraud. reps.
2249 Cooke v. Beith & anr. possession
2252 Dent v. Hayes possession
2255 Norris v. Tims & anr. possession
2257 Lloyd v. Jefferies commission
2267 Vernon & Co. ld. & ors. v. Vernon, junr. money paid
2270 King's Universal Supply ld. v. Grey detinue
2272 Rosier & ors. v. Cracknell possession
2273 Major v. Storey & anr. commission
2280 Mann v. Gates work
2284 The Venezuelan Austin Gold Mining Co. ld. v. Blanco contract
2288 Calcutt & ors. v. Stone possession
2292 Brice & Son v. Lewis & Co. goods sold
2298 Ockenden & ors. v. Hurst goods sold
2304 Moser v. Lamond work
2308 Falconer & anr. v. Wilson possession
2310 Cadogan v. Schutz bill
2322 De Vesian v. British Gold Fields of West Africa ld. issue
2323 E. Ashdown ld. v. Paxton copyright
2333 Lee v. Lee issue
2339 Kelcey v. Kelcey money lent
2341 Horwood v. Press & anr. negligence
2345 Nish & Co. v. Calvert stockbroker's acct.
2347 M. D. Bell v. Hughes money lent
2348 C. M. A. Bell v. Hughes money lent
2350 Mann & anr. v. Williamson ground rent
2352 Jellicoe v. Gillett & anr. work
2362 Dean v. Jayes & Co. pers. inj.
2369 Anderson & ors. v. Stokes & anr. money lent
2370 Collier & anr. v. Stafford work
2372 Curtice v. Struthers trespass
2373 Firbank v. Denaby Main Colliery Co. ld. contract
2374 Gillett v. Jellicoe issue
2378 Keane v. Thompson contract

[*Continued on page* 282.]

Digitized by Google

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

Dates.	Lord Chief Justice.	Pollock B.	Hawkins J.	Mathew J.	Cave J.	Day J.	Wills J.	Grantham J.
1896.								
October . . 21	..	..	..	..	..	..	..	..
" 24	..	..	..	..	..	..	..	..
" 26	..	South Eastern Circuit	Divisional Court	North and South Wales Circuit	..	Chambers	..	Divisional Court
" 27	Nisi Prius	"	"	"	Nisi Prius	"	Nisi Prius	"
November . 2	"	"	"	"	"	"	"	"
" 6	Oxford Circuit	"	"	"	"	"	"	"
" 9	"	"	"	"	"	"	"	"
" 10	"	"	"	"	"	Midland Circuit	"	"
" 16	"	"	"	"	"	"	"	North Eastern Circuit
December . 1	"	"	"	"	"	"	"	"
" 2	"	"	"	Chambers	"	"	"	"
" 3	"	Divisional Court	"	"	"	"	"	"
" 21	End	"	"	"	"	End	"	End

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals for hearing before a Divisional Court Sitting in Bankruptcy, from County Courts, pending Michaelmas, 1896.

In re Taylor — Expte. Trustee
In re Evans — Expte. Jones
In re Grundy — Expte. Grundy
4 In re Saunders — Expte. Fry

Motions in Bankruptcy for hearing before Mr. Justice Vaughan Williams, pending Michaelmas, 1896.

In re Bottomley — Expte. Smith v. Haydon (stand over by consent)
In re Same — Expte. Smith v. Penny (stand over by consent)
In re Linton — Expte. Debtor & Wife v. Brown, Janson & Co.
In re Same — Expte. Same v. Walpole, Greenwell & ors.
5 In re Same — Expte. Same v. Janson, Cobb, Pearson & Co.
In re Same — Expte. Mrs. Linton v. Brown, Janson & Co.
In re Beauchamp Bros. — Expte. Carr v. Trustee (stand over for consideration)
In re Taylor — Expte. Official Receiver v. Myers & ors.
In re Somes — Expte. Barclay, Bevan & Co. v. Foster
10 In re Paine — Expte. Read v. Warren
In re Same — Expte. Same v. Barnard
In re Miller — Expte. Palmer v. R. Williams
In re Wells & Croft — Expte. Feast v. Thomas
In re Ashwin — Expte. Pollock v. Ball
15 In re Burr — Expte. Clark v. Stogdon
In re Fanta — Expte. Ashmore & ors. v. Official Receiver
In re Russell — Expte. Board of Trade v. Trustee
In re Lawrence — Expte. Same v. Same
In re Jones, J. T. — Expte. Same v. Same
20 In re Minto — Expte. Same v. Same

Matters in Bankruptcy.—Total Appeals and Motions .. .. 24.

Digitized by Google

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

Charles J.	Vaughan Williams J.	Lawrance J.	Wright J.	Collins J.	Bruce J.	Kennedy J.	Remarks.
..	..	..	Central Criminal Court	..	..	..	Mr. Justice Vaughan Williams will be sitting at Nisi Prius in the event of Bankruptcy and Companies' Cases not being ready.
.. Western Circuit	.. Companies' Cases and Bankruptcy	.. ..	" Divisional Court	.. ..	.. ..	.. Northern Circuit	
"	"	Nisi Prius	"	(Nisi Prius Commercial List and (Railway and Canal Commission intervening)	Nisi Prius	"	
"	"	"	"	"	Northern Circuit	"	Two of Her Majesty's Judges, yet to be selected, will attend the November and December Sessions of the Central Criminal Court.
"	"	"	"	"	"	"	
"	"	(Chambers intervening)	"	"	"	"	
"	"	"	"	"	"	"	
"	"	"	"	"	"	"	
Divisional Court	"	"	"	"	"	"	The date of the Judges' return from the Northern Circuit is uncertain.
"	North Eastern Circuit	Nisi Prius	"	"	"	"	
"	"	"	"	"	"	"	
"	End	"	"	"	"	"	

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

A to F.

All Applications by Summons or otherwise in Actions assigned to Master Kaye are to be made returnable before him in his own **Room, No. 181,** at 11.30 a.m., on *Mondays, Wednesdays,* and *Fridays,* on and after the 9th November.

G to N.

All Applications by Summons or otherwise in Actions assigned to Master Macdonell are to be made returnable before him in his own **Room, No. 183,** at 11.30 a.m., on *Mondays, Wednesdays,* and *Fridays.*

O to Z.

All Applications by Summons or otherwise in Actions assigned to Master Wilberforce are to be made returnable before him in his own **Room, No. 179,** at 11.30 a.m., on *Tuesdays, Thursdays,* and *Saturdays,* on and after the 10th November.

The Parties are to meet in the Ante-room of Masters' Chambers, and the summonses will be inserted in the Printed List for the day after the Summonses to be heard before the Master sitting in Chambers, and will be called over by the Attendant on the respective Rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

By Order of the Masters.

HIGH COURT OF JUSTICE.
QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR MICHAELMAS SITTINGS, 1896.

A to F.

Mondays, Wednesdays, Fridays — Master Johnson.

Tuesdays, Thursdays, Saturdays — Master Pollock on and from 29th October. Master Kaye will attend 24th and 27th October.

G to N.

Mondays, Wednesdays, Fridays — Master Butler.

Tuesdays, Thursdays, Saturdays — Master Walton

O to Z.

Mondays, Wednesdays, Fridays — Master Archibald on and from 9th November. Master Kaye until 7th November, inclusive.

Tuesdays, Thursdays, Saturdays — Master Manley Smith on and from 10th November. Master Wilberforce until the 7th November, inclusive.

Digitized by Google

[*Continued from page* 279.]

2379 Mercantile Agency Co. ld. v. Kirby, Beard & Co. ld. contract.
2380 Andrews & anr. v. Le Marchant rent
2381 Chambon v. Romano contract
2383 Reeve v. Phillips goods sold
2390 Kyffin v. Simpson contract
2391 Geissendorfer v. Mendelssohn money received
2392 Hawley v. Phillips contract
2393 Philp v. Cully & anr. commission
2396 Ladbury v. Stone note
2405 Morten v. Southerst & ors. bill

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO OCTOBER 20TH, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex	230	196	426
Non-Juries	..	..	326
London	10	4	14
Commercial Causes	..	..	4
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV.			13
			783

NOTE.—This Summary shews the total number of Actions for Trial up to and inclusive of the above date.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Oct. 26	Mr. Lavie	Mr. Beal	Mr. Pemberton	Mr. Clowes	Mr. Leach	Mr. Farmer	Monday, Oct. 26
Tuesday " 27	" Carrington	" Pugh	" Ward	" Jackson	" Godfrey	" Rolt	Tuesday " 27
Wednesday " 28	" Lavie	" Beal	" Pemberton	" Clowes	" Leach	" Farmer	Wednesday " 28
Thursday " 29	" Carrington	" Pugh	" Ward	" Jackson	" Godfrey	" Rolt	Thursday " 29
Friday " 30	" Lavie	" Beal	" Pemberton	" Clowes	" Leach	" Farmer	Friday " 30
Saturday " 31	" Carrington	" Pugh	" Ward	" Jackson	" Godfrey	" Rolt	Saturday " 31

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive.*

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

ADMIRALTY.—MICHAELMAS SITTINGS, 1896.

ACTIONS FOR TRIAL.

Ship "ALEXANDRE"
" "CLAVERLEY"
" "CITY OF YORK"
" "CRAIGLANDS"
5 " "CYPHER"
" "DIDO"
" "ERNESTINE"
" "FUSI YAMA"
" "HAROLD HAARFAGER"
10 " "KEBBLE"
" "HAYTOR"
" "HERON"
" "INGRAM"
" "LOTUS"
15 " "MARIA"
" "MARCH"
Ship "NEWBY"
" "OPORTO"
" "PLIMSOLL"
20 " "PROVIDENZA"
" "PTARMIGAN"
" "RAVENSHEUGH"
" "ROSE ELAINE"
" "ST. MIRREN"
25 " "TROCAS"
" "TAGUS"
" "VENNER"
" "VILLE DE ROUEN"
" "VESTA"
30 " "WHARFE"
" "WALLSEND"
32 " "WOOLOOMOOLOO"

APPEAL TO THE DIVISIONAL COURT.

Ship "HAWARDEN."

SUMMARY.—Actions for Trial . . . 32; Appeal to Divisional Court . . . 1—Total . . . 33.

MEMORANDUM.—No complete List of Actions to be tried in this Division during Michaelmas Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

Digitized by Google

HIGH COURT OF JUSTICE.
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at MICHAELMAS SITTINGS, 1896.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
		PART-HEARD CAUSES. *Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.*			
1	H.D.	Tomlin *v.* Tomlin & Dixon	Cannon & Palmer.		
2	H.D.	Nokes *v.* Nokes & Golding	T. H. Philpots.		
3	H.D.	Cracknell *v.* Cracknell & Riley	In Person.	Maynard & Son.	
4	H.D.	Bourne *v.* Bourne & Spreng	Huxham & Rawlinson.		
5	H.D	Seekins *v.* Seekins & Adams	H. Kerby	F. Hatton.	
6	W.D.	Rowlands *v.* Rowlands	Lloyd, George & Co.	R. Jenkins.	
7	H.D.	Ahlborn *v.* Ahlborn & McIntosh	Taylor & Taylor.		
		BEFORE THE COURT ITSELF—UNDEFENDED DIVORCE.			
1	H.D.	Dutton *v.* Dutton & Webber	Ford & Ford.		
2	H.D.	Hitt *v.* Hitt & Brier	Collyer-Bristow & Co.		
3	W.D.	Fox *v.* Fox	R. White.		
4	W.N.	Barrett orse. Mansell *v.* Barrett	A. Tickner	Bower & Co.	
5	W.D.	Barham *v.* Barham	Busk & Mellor.		
6	W.D.	Hookins *v.* Hookins	Sheffield, Son & Powell.	In Person.	
7	W.D.	Fitz Hugh *v.* Fitz Hugh	Price & Sons.		
8	H.D.	Wright *v.* Wright	Grover, Humphreys & Son.		
9	W.D.	Lloyd *v.* Lloyd	Thomas E. Peet.		
10	H.D.	Bannister *v.* Bannister & Sinclair	L. Kirkman.		
11	W.D.	Edwards *v.* Edwards	C. T. Wilkinson.		
12	W.D.	Holman *v.* Holman	Maudes & Tunnicliffe	Asprey & Harris.	
13	H.D.	Brough *v.* Brough	Chester & Co.	A. Toovey.	
14	W.D.	Rosmanith *v.* Rosmanith	Rowcliffes & Co.	O. B. Thomas.	
15	W.D.	Dalby *v.* Dalby	Collyer-Bristow & Co.		
16	H.D.	Robinson *v.* Robinson & Yarrow	Marshall & Co.	R. Edridge.	
17	W.D.	Hamilton *v.* Hamilton	Berkeley & Son	Thorneycroft & Willis	
18	H.D.	Burton *v.* Burton, Miles, Barratt and Miles	Calkin, Lewis & Stokes.	E. E. Hobson.	
19	H.D.	Durbrow *v.* Durbrow, Collyer & Hood	Prior, Church & Adams		
20	H.D.	Toms *v.* Toms & Lawrence	Welman & Sons		
21	H.D.	Smith *v.* Smith & Simpson	Cunliffes & Davenport		
22	W.D.	Keller *v.* Keller	Maynard & Sons.		
23	H.D.	Webb *v.* Webb & Attoe	Calkin, Lewis & Co.		
24	H.D.	Barnes *v.* Barnes & Glenney	Taylor & Taylor.		
25	H.D.	Gleadow *v.* Gleadow & Byrne	T. D. Dutton.		
26	W.D.	Brett *v.* Brett	J. N. Mason & Co.		
27	H.D.	Gooding *v.* Gooding	F. Osbaldeston.		
28	W.D.	Jenner *v.* Jenner	Sharpe, Parker & Co.		
29	H.D.	Bray *v.* Bray & Rowett	Bolton & Co.		
30	W.D.	Harrison *v.* Harrison	T. A. Dennison.		
31	H.D.	Swords *v.* Swords & Ayling	A. W. Mil's.		

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
32	W.D.	Powell v. Powell	D. Jones.		
33	W.D.	Crosland v. Crosland	Harrison & Davies.		
34	H.D.	Rickards v. Rickards & Moseley	F. C. Bird.		
35	W.D.	Grey v. Grey	T. A. Jones.		
36	H.D.	Taylor v. Taylor & Gue	Wilkinson & Son.		
37	H.N.	Piggott v. Piggott orse. Mattmann	A. Newton & Co.		
38	W.N.	Massey orse. Morris v. Massey, Hulberts, Hussey & Metcalfe (in camera)	Lake & Lake.		
39	W.D.	Clarke v. Clarke	Beale & Co.		
40	W.D.	Michaels v. Michaels	Lewis & Lewis.		
41	H.D.	Nuttall v. Nuttall & Bradshaw	Walker & Rowe.		
42	H.D.	Grindrod v. Grindrod & Cryer	Walker & Rowe.		
43	H.D.	Hall v. Hall & McCallum	R. White.		
44	H.D.	Scott v. Scott, Law & Leach	Walker & Rowe.		
45	W.D.	Morris v. Morris	Riddell, Vaizey & Smith.		
46	W.D.	Chiado v. Chiado	H. Pierron.		
47	W.D.	Wilson v. Wilson	F. F. Palmer.		
48	H.D.	Briggs v. Briggs & Rumble	A. W. Mills.		
49	H.D.	Sammons v. Sammons & Thornes	In Person.		
50	H.D.	Johnson v. Johnson & Raymond	Andrew, Wood & Co.		
51	W.D.	Briggs v. Briggs	Chester & Co.		
52	H.D.	Bowling v. Bowling & Bowling	Stocken & Co.		
53	H.D.	Hunt v. Hunt & Boyce	B. A. Cheverton		
54	W.R. C.R.	Reid v. Reid	T. H. Reed.		
55	W.D.	Jones v. Jones	J. D. Langton.		
56	H.D.	Jefferies v. Jefferies, Smith & Hudd	Ridsdale & Son.		
57	W.D.	Wood v. Wood	T. H. Philpots.		
58	W.D.	Everiss v. Everiss	Murr & Rusby.		
59	W.D.	Goll v. Goll	G. W. Earce	Mason & Soper.	
60	W.J.S.	Brown v. Brown	T. W. Rossiter	P. G. Robinson.	
61	W.D.	Pearson v. Pearson	Maples, Teesdale & Co.		
62	H.D.	Perry v. Perry & Lynch	Morris & Rickards.		
63	H.N.	West v. West orse. Young	W. M. Phillips.		
64	W.D.	Chambers v. Chambers	Woodcock, Ryland & Parker.		
65	H.D.	Broadbent v. Broadbent & Buckley	Scott, Spalding & Bell.		
66	H.D.	Hinchliffe v. Hinchliffe & Teale	Pritchard & Sons.		
67	H.D.	Wood v. Wood & Stott	Marriott & Conder.		
		SPECIAL JURIES.			
1	H.D.	Haynes v. Haynes & Sheldon	Blachford & Co.	W. H. Smith & Son.	W. H. Smith & Son.
2	P.	Lee, dec. Lee v. Campbell	H. Seely	White, Borrett & Co.	
3	H.D.	Nix v. Nix, Green & Fitz Payne	Crossman & Prichard	R. Kent.	
4	H.D.	Neame v. Neame & Ellison (stayed)	Renshaw, Kekewich & Smith.	Lewis & Lewis.	
5	W.J.S.	Farrell v. Farrell	Withers & Withers	Morley, Shirreff & Co.	
6	W.J.S. H.D.	Bratt v. Bratt; Bratt v. Bratt, Lovell, Macdonald and Kennedy	A. Newton & Co.	A. Newton & Co.	R. L. Butler *for* Lovell. Tyrell Lewis *for* Macdonald. Lewis & Lewis *for* Kennedy.
7	P.	Jackson, dec. Black v. Critchlow (Jackson & ors. cited)	Chester & Co.	R. Brooks.	
8	W.J.S.	Le Champion v. Le Champion	Treutbeck & Co.	Lewis & Lewis.	
9	W.D.	Cowley v. Cowley	Lewis & Lewis	Wontner & Sons.	
10	W.J.S.	Abdy v. Abdy	Thorogood & Co.	Black & Moss.	
		BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.			
1	W.D.	Hanbury v. Hanbury	W. Hicks	In Person.	
2	W.A.	Christian v. Christian	Lawrence & Son	G. G. Leader.	
3	P.	Crafts, dec. Furnival & anr. v. Wilson & ors.	Norris, Allens & Chapman.	F. Duke.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
4	W.J.S.	Player v. Player	Hicklin, Washington and Passmore.	Thomas, Dyson & Smith.	
5	P.	Cudworth, dec. Cudworth v. Hayward & anr.	Wilson & Wallis	Geare, Son & Co.	
6	W.D.	Hellewell v. Hellewell	Sawyer & Ellis	Prince & Co.	
7	W.D.	White v. White	Day, Russell & Co.	S. Lithgow.	
8	W.J.S.	Brodrick v. Brodrick	Lumley & Lumley	Robbins, Billing & Co.	
9	H.D.	Crouch v. Crouch	Loxdale, Jones & Co.	A. C. Armstrong.	
10	P.	Mott, dec. Mott v. Mott	Dale, Newman & Hood.	W. J. Greig.	
11	W.R. C.R.	Hedley v. Hedley	Bell, Brodrick & Gray	Torr, Gribble & Co.	
12	W.J.S.	Taylor v. Taylor	Pritchard, Englefield & Co.	Grundy, Kershaw & Co.	
13	P.	Gentry, dec. Gentry v. Gentry	J. Barrett	E. Lloyd.	
14	W.J.S.	Hargan v. Hargan	Stibbard, Gibson & Co.	C. Turner.	
15	H.D.	Binnion v. Binnion	J. Hands	Tatton & Collyer.	
16	H.D.	Fearn v. Fearn	W. Sparks	F. F. Palmer.	
17	P.	Haddon, dec. Hendy v. Webb	Oldman, Clabburn & Co.	M. Webb & Son.	
18	P.	Upton, dec. Upton v. Steedon & Steedon cited	A. W. Mills	Dixon, Weld & Dixon	Ford & Ford *for* parties cited.
19	P.	House, dec. House & ors. v. House & anr. (by guardian)	A. W. Mills	Chamberlayne & Short.	
20	P.	Armstrong, dec. Armstrong v. Major & ors.	Baileys, Shaw & Gillett.	Badham & Williams.	
21	H.D.	Cooper v. Cooper & Hitching	Young & Sons	F. Hatton.	
22	W.D.	Brooke v. Brooke	Wynne, Holme & Wynne.	Walker, Son & Field.	
23	H.D.	Horn v. Horn & Johnson	Indermaur & Brown	Price & Sons.	
24	P.	Coke, dec. Coke v. French	S. F. Taylor	Stibbard, Gibson & Co.	
25	H.D.	Filmer v. Filmer & Stephenson	Lyde & Roper	Kennedy, Hughes & Kennedy.	
26	P.	Munroe, dec. Macbeath & anr. v. Salmon & anr.	Portland & Co.	Rooke & Sons.	
27	P.	Lees, dec. Bailey v. Lees	Rowcliffes, Rawle & Co.	Ayrton & Biscoe.	
28	H.D.	Clark v. Clark & Drew	Frith Needham	H. C. Lambert.	
29	P.	Hartley, dec. Williams v. Williams & anr.	Woodcock, Ryland & Parker.	Daniel Jones.	
30	H.D.	Burns v. Burns & Metman (stayed—commission)	Gadsden & Treherne	Lewis & Lewis.	
31	W.D.	Cunningham v. Cunningham	Ridsdale & Son	Torr & Co.	
32	W.J.S.	Cox v. Cox	F. L. Keays	Halses & Co.	
33	P.	Cox, dec. Collander & ors. v. Cox	Church, Rendell, Todd & Co.		
34	P.	Whitaker, dec. Wainwright v. Whitaker	Pitman & Sons	Torr & Co.	
35	P.	Davies, dec. Davies v. Davies & Davies	Bell, Brodrick & Co.	Roche & Son	
36	W.J.S.	Harvey v. Harvey	Allen & Son	In Person.	
37	W.J.S.	Smith v. Smith	In Person	W. P. Neal.	
38	H.D.	Bull v. Bull & Warren (Queen's Proctor shewing cause).	J. Othen, junr.		
39	P.	Lunn, dec. Lunn v. Lunn	T. Young	Bull & Bull.	
40	H.D.	Deussen v. Deussen (Queen's Proctor shewing cause)	Greenwood & Greenwood.		
41	W.D.	Thompson v. Thompson	Lewis & Lewis	J. R. Pakeman.	
42	H.D.	Jenkins v. Jenkins	R. White	T. H. Philpots.	
43	H.N.	Jackson v. Jackson orse. Appleby (stayed—in camerâ)	Rollit & Sons	Smith & Gofton.	
44	W.D.	Mitchell v. Mitchell	L. Kirkman	Stanley, Evans & Co.	
45	W.N.	Evans orse. Williams v. Evans (in camerâ)	Windybank & Co.	Wrentmore & Co.	
46	H.D.	Shenstone (by his guardian) v. Shenstone & Snape	A. H. Arnould & Son.	C. F. Twsit	Sharpe, Parker & Co.

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Plaintiff's.	Defendant's.	Co-Respondent's.
47	P.	Sainsbury, dec. Wallingford v. Sainsbury	Edwards & Cohen	Rupert Smyth.	
48	H.D.	Coathupe v. Coathupe & Alleguen	W. T. Boydell	Indermaur & Brown	E. Robinson.
49	H.D.	Magnin v. Magnin & Cole	Osborne & Osborne	In Person.	
50	H.D.	Bruce v. Bruce	T. W. Rossiter	R. N. Haworth.	
51	W.D.	Swayne v. Swayne	Kisch, Wake & Wild.	E. J. Mote.	
52	W.D.	Kettlewell v. Kettlewell	Beyfus & Beyfus	Parker, Folder & Co.	Lake & Lake for Chester.
	H.D.	Kettlewell v. Kettlewell, Chester & Dhuleep Singh			Newton & Co. for Dhuleep Singh.
53	H.D.	Cairns v. Cairns & Farrell	King, Wigg & Co.	Dix & Warlow.	
54	P.	Halford, dec. Halford v. Halford & Bryce	Saunderson, Holland & Co.	S. M. & J. B. Benson	Burton, Yates & Hart for Intervener.
55	W.D.	Wright v. Wright.	Osborn & Osborn	Day, Russell & Co.	
56	W.D.	Goodyer v. Goodyer	Mackrell & Co.	Judge & Priestley.	
57	H.D.	Thomas v. Thomas & Evans	Thomas, Davies & Jones.	Wainwright & Co.	
		COMMON JURIES.			
1	W.J.S.	Burnup v. Burnup	Dixon, Weld & Dixon	Campbell, Reeves & Co.	
2	W.J.S.	Duncombe v. Duncombe	Willett & Sandford	Fardell & Canning.	
3	H.D.	Michell v. Michell & Bell	Indermaur & Brown.		
4	H.D.	Davidson v. Davidson	Dale, Newman & Hood.	Clear & Green.	
5	H.D.	Brookman v. Brookman & Lockyer.	C. G. Champion	Upton & Brittain	Upton & Brittain.
6	H.D.	Lawrence v. Lawrence & Rhode	Frank Cherry	Howard & Fenner.	
7	H.D.	Bett v. Bett & Lamming	S. Pilley		Bonner, Thompson & Bonner.
8	H.D.	Raymond v. Raymond & Fenton (cited as Fitzgerald)	S. G. Turner	Rose Innes	Rose Innes.
9	H.D.	Bradford v. Bradford & Richards (Respt. by her guardian)	Pownall & Co.	W. H. Winterbotham	Monro & Co.
10	H.D.	Weightman v. Weightman & Clark	Indermaur & Co.	Rowcliffes & Co.	Rowcliffes & Co.
11	H.D.	Patterson v. Patterson & Edmondson	Wynne, Holme & Wynne.	Leggatt & Co.	
12	H.D.	Organ v. Organ & Pearce	Darley & Cumberland	Ford & Ford.	
13	H.D.	Ball v. Ball & Goldsmith	Hamlin & Co.	L. Kirkman.	
14	D.	Kemp v. Kemp & Povey	H. Lovibond	In Person	In Person.
15	H.D.	Goodey v. Goodey, Greenfield, Middleton & Cresswell	Daniel Medcalf	J. W. Barnard	J. R. Pakeman for Greenfield. P. J. Rutland for Middleton.

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Undefended . . . 67; Special Juries . . . 10; Defended . . 57; Common Juries . . . 15.—Total . . . **149.**

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
1	W.J.S.	Gothard v. Gothard (order C.J.)	A. W. Thomas	Alfred R. Gery.	
	H.D.	Gothard v. Gothard	Alfred R. Gery	A. W. Thomas.	
2	W.D.	Greenwood v. Greenwood (order undefd.)	S. G. Warner.		
3	W.J.S.	Adams v. Adams (order defd.)	C. Robinson & Co.	F. Freke Palmer.	
4	H.D.	Burrows v. Burrows & Normington (order defd.)	J. P. Chadwick	Andrew Wood & Co.	Andrew Wood & Co.
5	W.R. C.R.	Burley v. Burley (order defd.)	Crossman & Co.	A. C. Derham.	
6	W.D.	Swan v. Swan (order defd.)	E. J. Bond	Brighten & Lemon.	
7	H.D.	Jeffries v. Jeffries. (costs defd.)	Hicklin & Co.	A. G. Ditton.	
8	H.D.	Ford v. Ford & Zimelli (costs defd.)	Montagu, Scott & Co.	Coode & Co.	
9	W.J.S.	Henry v. Henry (costs undefd.)	Fraser & Co.	R. B. Coe.	
10	H.D.	Thomas v. Thomas & Evans (costs defd.)	C. Robinson & Co.	Wainwright & Co.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
11	W.D.	Pilling *v.* Pilling . . . . (order undefd.)	L. Kirkman.		
12	W.J.S.	Henshaw *v.* Henshaw . . . (order undefd.)	Bell & Co. . . .	Arkcoll & Co.	
13	H.D.	Cowley *v.* Cowley & McCarthy . (costs defd.)	V. Thomasset . .	Fielder & Co.	
14	W.J.S.	Grove *v.* Grove . . . . (costs defd.)	W. T. Harvey . .	W. Smee.	
15	W.D.	Waddington *v.* Waddington . . (order undefd.)	E. Clarke	E. Shalless.	
16	H.D.	McLean *v.* McLean & Gardner . .(costs C.J.)	S. P. Nash . . .	Hughes & Co. . .	Hughes & Co.
17	H.D.	Juggins *v.* Juggins, Hughes & Potter .(costs C.J.)	Smith & Co. . . .	Brownlow & Howe .	Brownlow & Howe *for* Potter.
18	H.D.	Collick *v.* Collick & Phillips orse. Lewis .(defd. C.J.)	Smiles & Co. . . .	Riddell, Vaisey & Co.	Riddell, Vaisey & Co.
19	W.J.S.	Phillips *v.* Phillips	T. Beard & Sons . .	L. Rawlins.	
20	{W.R. C.R.}	Noble *v.* Noble . . . . (costs defd.)	French & Lewis . .	Crowders & Vizard.	
21	D.	Self *v.* Self	Hood Barrs & Co.		
22	R.C.R.	Butterworth *v.* Butterworth	Colyer & Colyer . .	G. H. Steinburg.	
23	H.D.	Hogben *v.* Hogben & Lyons . . (costs defd.)	Wilkinson & Son. .	C. W. V. Stewart.	
24	H.D.	Edwards *v.* Edwards & Corry. . (costs defd.)	F. A. Rudall, . .	Greenop & Sons . .	C. J. Brocklesby.
25	H.D.	Coutts *v.* Coutts & Kelly . . .(costs C.J.)	Dix & Warlow . .	Wontner & Sons.	
26	W.D.	Muldowney *v.* Muldowney . . (order defd.)	Stoneham & Son . .	Saxelby & Faulkner.	
27	H.D.	Bicknell *v.* Bicknell & Foote . . (costs defd.)	Tompleton & Co.. .	Preston & Co.	
28	H.D.	Rose *v.* Rose & White . . . (costs defd.)	Ward, Perks & McKay.	P. J. Rutland . .	Vandam & Terry.
29	H.D.	Parrock *v.* Parrock & Taylor . . (order undefd.)	In Person	. . . . .	Maynard & Son.
30	W.J.S.	Rogers *v.* Rogers . . . . (order defd.)	Bolton & Co. . . .	Law & Worssam.	
31	W.D.	Smith *v.* Smith . . . . (com. defd.)	A. G. Ellis . . .	Marriott & Co.	
32	W.D.	Little *v.* Little . . . . (order undefd.)	Church & Co.. . .	Talbot & Quayle.	
33	{W.R. C.R.}	Street *v.* Street . . . . (order defd.)	A. W. Mills . . .	Chamberlayne & Short.	
34	H.D.	Dunn *v.* Dunn & Gee . . . (costs defd.)	Robert Jenkins . .	L. W. Byrne.	
35	H.D.	Bull *v.* Bull & Wilson . . . (costs defd.)	Prior, Church & Adams.	Speechly, Mumford & Co.	Speechly, Mumford & Co.
36	H.D.	Wooding *v.* Wooding & Fensome . (costs defd.)	J. R. Ockleshaw-Johnson.	Neve & Beck.	
37	H.D.	Rothwell *v.* Rothwell & Jones . (secy. defd.)	J. Hands	M. Nordon.	
38	D.	Tremlett *v.* Tremlett . (Mills cited—com. defd.)	J. Greenfield . . .	Osborn & Osborn.	
		MICHAELMAS, 1895.			
39	J.S.	Hansen *v.* Hansen . . . (order defd.)	Bell, Brodrick & Gray	Downing, Holman & Co.	
40	R.C.R.	Phillips *v.* Phillips . . . (order undefd.)	Forth & Co. . . .	T. Bonham.	
41	D.	Bird *v.* Bird & Judkins . . . (costs defd.)	C. Robinson & Co. .	Lewis & Lewis . .	Lewis & Lewis.
42	D.	Cooke *v.* Cooke & Hall . . . (costs defd.)	Meredith & Co. . .	Hamlin, Grammer & Co.	
43		Scott *v.* Scott . . . . (order defd.)	J. T. Rossiter . .	Prince & Plumridge.	
44	N.	Ward orse. Dormer *v.* Ward . . (order defd.)	Witham, Roskell & Co.	Few & Co.	
45		Potter *v.* Potter	Asprey & Harris . .	Smiles & Co.	
46	D.	Bale *v.* Bale & O'Gorman . . . (costs C.J.)	J. A. Parkes . . .	W. H. Armstrong.	
47	D.	Court *v.* Court & Harris . . . (costs C.J.)	E. Clark.	C. S. Stewart . . .	Law & Co.
48	D.	Brady *v.* Brady & Johnston . . .(order C.J.)	H. Happold.		
49	J.S.	Phillips *v.* Phillips . . . (order defd.)	A. A. Cubison . .	Carr & Martin.	
50	J.S.	St. Ruth *v.* St. Ruth . . . (order undfd.)	Norris, Allens & Chapman.	Robbins, Billing & Co.	
51	R.C.R.	Carter *v.* Carter . . . . (secy. defd.)	T. D. Dutton . . .	E. T. Ricketts.	
52	D.	Willicombe *v.* Willicombe & Twyman (secy. defd.)	F. F. Palmer . .	H. Pierson.	
53		Dean *v.* Dean & Porcher . (stand till appln.)	T. A. Dennison & Co.		
54	D.	Earnshaw *v.* Earnshaw & Martindale (stand till appln.)	Hare & Co.		
55	J.S.	Brown *v.* Brown	A. C. Derham . .	G. B. Wheeler.	
56	D.	Mackay *v.* Mackay	Hulberts & Co.		
57	R.C.R.	Walker *v.* Walker. . . . (stand till appln.)	Lumley & Lumley .	Rowcliffes & Co.	
58	J.S.	Scorza *v.* Scorza . . . . . (stayed)	P. Braby	Bolton & Co.	
59	J.S.	Knowles *v.* Knowles	Fraser & Christian .	B. T. Storr.	
60	D.	Bonus orse. Taylor *v.* Bonus orse. Taylor (secy. defd.)	Firth & Co. . . .	Smith & Gofton.	
61	D.	Lewis *v.* Lewis & Taylor . . (secy. defd.)	Schulz & Son. . .	Bower & Cotton.	
62	D.	Tuck *v.* Tuck & Eyres . . . (costs defd.)	Oswald, Hanson & Co.	S. A. Walker.	
63	J.S.	Atherton *v.* Atherton	Smith, Fawdon & Low.	Crossman & Prichard.	
64	R.C.R.	Muller *v.* Muller	C. G. Algar . . .	Paterson & Sons.	
65	J.S.	Nicolson *v.* Nicolson	Preston, Stow & Co.	Beale & Co.	
66	D.	Cowans *v.* Cowans . . . . (consent C.J.)	Tyrell, Lewis & Co. .	Pennington & Son.	
67	D.	Lewis *v.* Lewis . . . . (costs defd.)	Osborn & Osborn .	Lewis & Son.	
68	D.	Stokes *v.* Stokes & Claybrook . . .(C.J.)	Nicholson, Graham & Co.	A. D. Smith & Eldridge	A. D. Smith & Eldridge.
69	J.S.	Vincent *v.* Vincent . . . . (secy. defd.)	J. T. Rossiter . .	Kennedy, Hughes & Co.	

Digitized by Google

No.		NAME OF CAUSE.	SOLICITORS. Petitioner's.	Respondent's.	Co-Respondent's.
70	D.	Turnpenny v. Turnpenny . . (consent defd.)	Willis Shaw . . .	W. J. Collins.	
71	D.	Williams v. Williams & Pocock . .(secy. defd.)	Bolton & Co. . . .	Greenwood & Greenwood.	
72	N.	Plowden v. Plowden orse. Eckersley . . .	Holdsworth & Payne.		
73	D.	Johnson v. Johnson . . .(till Hilary, 1897)	Kingsford, Dorman & Co.		

CIRCUITS OF THE JUDGES.

*The following Judges will remain in Town;—*Hawkins J., Cave J., Wills J., Lawrance J., Wright J., Collins J., *during the whole of the Circuits; the other Judges till their respective Commission Days.*

AUTUMN ASSIZES, 1896.	Oxford.	Midland.	S. Eastern.	N. & S. Wales and Chester.	N. Eastern.	Western.	Northern.	*AUTUMN ASSIZES*, 1896.
Commission Days.	*L. C. J. of England.*	*Day J.*	*Pollock B.*	*Mathew J.*	*Grantham J. Vaughan Williams J.*	*Charles J.*	*Bruce J. Kennedy J.*	*Commission Days.*
Monday . Oct. 26	.. ..	.. ..	Cambridge	.. ..	.. ..	Salisbury	Carlisle	Monday . Oct. 26
Tuesday . . „ 27	.. ..	.. ..	.. ..	Carnarvon	.. ..	.. ..	.. ..	Tuesday . . „ 27
Thursday . „ 29	.. ..	.. ..	Ipswich	.. ..	.. ..	Dorchester	Lancaster	Thursday . „ 29
Friday . . „ 30	.. ..	.. ..	.. ..	Ruthin	.. ..	.. ..	.. ..	Friday . . „ 30
Monday . Nov. 2	.. ..	.. ..	.. ..	.. ..	.. ..	Taunton	Manchester 2 (Civil and Criminal)	Monday . Nov. 2
Tuesday . . „ 3	.. ..	.. ..	.. ..	Chester	.. ..	.. ..		Tuesday . „ 3
Wednesday . „ 4	.. ..	.. ..	Norwich	.. ..	.. ..	.. ..	.. ..	Wednesday . „ 4
Friday . . „ 6	Reading	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Friday . . „ 6
Saturday . . „ 7	.. ..	.. ..	.. ..	.. ..	.. ..	Bodmin	.. ..	Saturday . . „ 7
Monday . . „ 9	.. ..	Aylesbury	.. ..	.. ..	.. ..	.. ..	.. ..	Monday . . „ 9
Tuesday . . „ 10	Oxford	.. ..	Chelmsford	Carmarthen	.. ..	Exeter	.. ..	Tuesday . „ 10
Thursday . „ 12	Worcester	Bedford	.. ..	.. ..	.. ..	.. ..	.. ..	Thursday . „ 12
Friday . . „ 13	.. ..	.. ..	.. ..	Brecon	.. ..	.. ..	.. ..	Friday . . „ 13
Saturday . . „ 14	.. ..	.. ..	.. ..	Swansea	.. ..	.. ..	Liverpool 2 (Civil and Criminal)	Saturday . „ 14
Monday . . „ 16	.. ..	Northampton	Hertford	.. ..	Newcastle	Winchester		Monday . . „ 16
Tuesday . . „ 17	Gloucester	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Tuesday . „ 17
Thursday . . „ 19	.. ..	Leicester	Maidstone	.. ..	.. ..	.. ..	.. ..	Thursday . „ 19
Friday . . „ 20	.. ..	.. ..	.. ..	.. ..	Durham	.. ..	.. ..	Friday . . „ 20
Saturday . . „ 21	Monmouth	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Saturday . „ 21
Monday . . „ 23	.. ..	.. ..	.. ..	(Civil Business)	.. ..	.. ..	.. ..	Monday . „ 23
Tuesday . . „ 24	.. ..	Lincoln	.. ..		.. ..	.. ..	.. ..	Tuesday . „ 24
Wednesday . „ 25	Hereford	.. ..	.. ..	.. ..	.. ..	Bristol	.. ..	Wednesday . „ 25
Thursday . . „ 26	.. ..	.. ..	Lewes	.. ..	.. ..	.. ..	.. ..	Thursday „ 26
Friday . . „ 27	Shrewsbury	.. ..	.. ..	.. ..	York	.. ..	.. ..	Friday . . „ 27
Saturday . . „ 28	.. ..	Derby	.. ..	.. ..	.. ..	.. ..	.. ..	Saturday . „ 28
Monday . . „ 30	.. ..	.. ..	.. ..	.. ..	.. ..	(End)	Manchester (Civil, to continue until finished)	Monday . „ 30
Tuesday . Dec. 1	Stafford	.. ..	.. ..	(End)	.. ..	.. ..		Tuesday . Dec. 1
Wednesday . „ 2	.. ..	Nottingham	(End)	.. ..	Leeds 2 (Civil and Criminal)	.. ..		Wednesday . „ 2
Monday . . „ 7	.. ..	Warwick	.. ..	.. ..		.. ..	.. ..	Monday . „ 7
Saturday . . „ 12	Birmingham 2 (Civil and Criminal)		.. ..	.. ..	.. ..	.. ..	.. ..	Saturday . „ 12
Monday . . „ 14			.. ..	.. ..	.. ..	.. ..	.. ..	Monday . „ 14
Saturday . „ 19	(End)		.. ..	.. ..	(End)	.. ..	.. ..	Saturday . „ 19

Digitized by Google

PROFESSIONAL PARTNERSHIP DISSOLVED.

Jonathan Nowell Withers and John Hargreaves (Withers & Hargreaves), Solicitors, Blackburn and Accrington, by mutual consent from 30th May.

APPOINTMENT.

October 12. The Queen was this day pleased to confer the honour of Knighthood on Francis William Maclean, Esq., Q.C., recently appointed Chief Justice of Bengal.

THE LATE DR. RUDOLPH VON GNEIST.

Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Now ready. Third Edition, revised to date. Demy 8vo., cloth, price 16s.

LEADING CASES IN MODERN EQUITY.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerks and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

THIRD EDITION, thoroughly revised. By J. D. ROGERS, B.C.L., of the Inner Temple, and J. M. DIXON, of the Inner Temple, Barristers-at-Law.

OPINIONS OF THE PRESS.

"Specially recommended as a text-book for 'The Final.'"—*Solicitors' Journal.*

"Deserves high praise for the care and judgment evinced in its execution. Mr. Brett's index appears to be copious and complete."—*Law Times.*

"We have laid Mr. Brett's book down with none but favourable and pleasurable feelings at the excellent manner in which he has accomplished his task. It is of the very first importance both to the student and the practitioner to have the principles of Equity collected in a handy form, and this want Mr. Brett has supplied. The notes to the cases are admirable in manner and lucid in language; and no little pains seem to have been bestowed in the arrangement of the cases themselves."—*Law Magazine.*

"Must prove of immense value to the profession. Mr. Brett has done all in his power to help students and practitioners by as far as possible grouping together the cases dealing with the same classes of subjects. Among the more important matters decided will be found cases relating to trusts and trustees, mortgages, partnerships, the relations between solicitors and clients, married women's property, and the religious education of children. A good index adds considerably to the usefulness of the work."—*Daily Chronicle.*

"The manner in which most of the cases are stated is admirable, being clear, concise, and well expressed. As it is, we have no hesitation in saying that there is no better book, or one so good, from which the student can learn the most important decisions of courts of equity during recent years."—*The Jurist.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*
"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Nov. 2	Mr. Beal	Mr. Godfrey	Mr. Jackson	Mr. Carrington	Mr. Rolt	Mr. Ward	Monday, Nov. 2
Tuesday „ 3	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Tuesday „ 3
Wednesday „ 4	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Wednesday „ 4
Thursday „ 5	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Thursday „ 5
Friday „ 6	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Friday „ 6
Saturday „ 7	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Saturday „ 7

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive.*

RULES OF THE SUPREME COURT.

ORDER LIVc.

Life Assurance Companies (Payment into Court) Act, 1896.

1. An assurance company desiring to make a payment into Court under the Act shall cause an affidavit, by its secretary, or other authorised officer, to be filed, intituled "In the matter of the Policy No. ———, effected with [*here give the name of the company*] and in the matter of the Act," and setting forth:—

(*a.*) A short description of the policy and a statement of the persons entitled thereunder, according to the terms of the policy, with the names and addresses of such persons, so far as the same are known to the company.

(*b.*) A short statement of the notices received by the company claiming an interest in or title to the money assured, the dates when such notices were received, the dates of withdrawal of such notices, if any, as have been withdrawn, and the names, and, except as to notices withdrawn, the addresses, so far as the same are known to the company, of the persons by whom such notices have been given.

(*c.*) A statement that, in the opinion of the board of directors of the company, no sufficient discharge can be obtained otherwise than by payment into Court under the Act.

(*d.*) The submission by the company to pay into Court such further sum, if any, whether for interest or otherwise, as the Court or a Judge may direct, and to pay any costs which the Court or a Judge may consider under the circumstances of the case ought to be paid by the company.

(*e.*) An undertaking by the company forthwith to transmit to the paymaster any notice of claim received by the company after the making of the affidavit, with a letter referring to the title of the affidavit.

(*f.*) The place where the company may be served with any petition, summons, order, or notice of any proceeding relating to the money.

2. The company shall not deduct any costs or expenses of or incidental to the payment into Court.

3. No payment shall be made into Court under the Act where any action to which the company is a party is pending in relation to the policy or the moneys thereby assured except by leave of the Judge to be obtained by summons in the action.

4. The company shall forthwith give notice of such payment by prepaid letter through the post, to the several persons appearing by the affidavit to be entitled to or interested in the money assured and paid into Court, or to have given notice of claim to the company, except where the notice has been withdrawn, and except so far as the name or address of any such person is unknown to the company.

5. Any person claiming to be entitled to or interested in the money paid into Court may apply in the Chancery Division, by petition or, where the amount does not exceed 1000*l.*, by summons in respect thereof.

6. No petition or summons relating to the money shall be answered or issued unless the applicant has named therein a place where he may be served with any petition or summons, or notice of any proceeding or order relating to the money.

7. Unless the Court or a Judge shall otherwise direct, the applicant shall not, except when he asks for payment of a further sum of costs by the company, serve such petition or summons on the company, but shall serve the same on or give notice thereof to every person appearing by the affidavit on which payment into Court was made to be entitled to, or interested in, or to have a claim upon the money, or who has given any further notice which has been transmitted to the paymaster as aforesaid.

8. These Rules (which shall come into operation forthwith) may be cited as the Rules of the Supreme Court (Life Assurance Companies), 1896, and with reference to the Rules of the Supreme Court, 1883, as Order LIVc.

ORDER XVI., Rule 1.

Substitute the following for the first sentence of the existing Rule ending with the word "alternative":—

All persons may be joined in one action as plaintiffs, in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where if such persons brought separate actions any common question of law or fact would arise; provided that, if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial of the action, the Court or a Judge may order separate trials, or make such other order as may be expedient, and judgment may be given for such one, &c.

This Rule shall come into operation forthwith and may be cited as Order XVI., Rule 1a., with reference to the Rules of the Supreme Court, 1883.

The 26th of October, 1896.

(Signed) Halsbury, *C.*
Russell of Killowen, *L.C.J.*
Esher, *M.R.*
F. H. Jeune, *P.*
A. L. Smith, *L.J.*
Joseph W. Chitty, *J.*
A. Charles, *J.*
Herbert H. Cozens-Hardy.
Joseph Addison.

[Note.—The first part of the above (Order LIVc) is in substitution of that printed on August 1, *ante*, p. 229. The second part (Order XVI. r. 1) is in substitution of the draft Rule printed on August 8, *ante*, p. 233.]

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Douglas Garth and William Silverwood Cope (Pemberton, Garth & Cope), Solicitors, 5, New Court, Lincoln's Inn, by mutual consent, Sept. 1.

John Mason Williams and Frederic Northcote Chapple (Clements, Williams & Chapple), Solicitors, 17, Gresham House, Old Broad Street, by mutual consent as from Oct. 10.

Digitized by Google

INCORPORATED LAW SOCIETY.

LEGAL EDUCATION.

The Council invite attention to the following scheme of education which has been in operation since 1892, and was adopted with the object of affording assistance to Articled Clerks in the prosecution of their studies before and after the Intermediate Examination.

Under this Scheme Tutors were appointed to carry out the system of education which has since been prosecuted with considerable success.

The tuition is intended as well for the benefit of those students who desire instruction and assistance during a lengthened period as for those who have shorter time at command.

For the benefit of Clerks resident in London or who are able to attend, these classes are held and Tutors give advice and assistance at the Hall of the Law Society.

To those clerks who are articled at a distance from large towns systematic instruction has always presented difficulties. Extensive law libraries may not be available, and such text-books as are at hand may be out of date, and the want of assistance in the selection and studying of authorities may be severely felt. Advice and help must also be of value to those students who, with good libraries at hand, are in doubt as to the books to peruse and the points to be noted, and to meet these difficulties a course of preparation through the post was formulated.

The tutors desire to draw attention to the following points:—

POSTAL INSTRUCTION.

In order to give students the advantage of assistance throughout the greater part of their Articles, the Tutors invite students to subscribe for courses of Postal Instruction extending over periods of one or two years.

In the case of students who have not passed the Intermediate Examination the instruction is by means of monthly papers, and deals with the selected portions of Stephen's Commentaries.

For those who have passed the Intermediate Examination instruction is afforded by fortnightly papers, and embraces the following subjects:—

The Principles and Practice of Equity.
" " Conveyancing.
" " Common Law.
" " Bankruptcy.
Criminal and Magisterial Law.
Probate, Divorce, Admiralty, and Ecclesiastical Law.

The papers in each course contain general advice as to reading, and specific directions as to the work of the month or fortnight, draw attention to matters of special importance, recent statutes, cases, and rules, and explain difficulties, &c. The Tutors also set a number of questions to be answered from memory, and the answers sent to the Tutor for correction and comment.

These papers, both before and after the Intermediate Examinations, are varied each year, so that students who may subscribe for more than one year's tuition receive additional assistance.

These courses may be commenced at any time, but the Tutors recommend that the Intermediate course should be commenced at an early stage of the Articles, and the Final course soon after the Intermediate Examination has been passed.

Students who do not wish to provide their own books can obtain them from Messrs. Stevens and Sons, or other Law Lending Library, for a subscription of a guinea and a half to cover the course of work for the Final Examination, and arrangements have been made for supply of Stephen's Commentaries to either Class or Postal Subscribers, at a subscription of one guinea, on application to the Tutor, Dr. West.

CLASS INSTRUCTION.

Class instruction is also provided on the selected portions of Stephen's Commentaries and the subjects above named, and it is recommended that the classes should be joined after the expiration of a course of Postal Instruction.

The Class tuition course covers all necessary works. Recent statutes, cases, and important points generally are carefully gone over.

The work is so arranged that students can join the classes at any time, the fees being proportionate to the length of attendance.

Rooms are provided where subscribers may study, and books are supplied without extra charge.

Each subscriber is provided with a time-table showing the dates when the classes meet, and the work to be undertaken each day.

Periodical test examinations are held by the Tutors.

The Classes for Intermediate Students are held in the Hall of the Society on three afternoons in each week during the following periods:

August to November.	January to April.
October to January.	March to June.

Students may subscribe for successive classes.

Classes for final students are held at the Hall of the Society on four afternoons each week during the following periods:

August to January.	January to June.

These periods afford five months' class preparation, and students are advised to subscribe for a full course, and certainly for not less than three months, otherwise the work must necessarily be hurried.

Students may join the classes either before or after the Intermediate Examination without subscribing to the course of Postal Instruction, but it is recommended that they should avail themselves of both modes of instruction.

Subscribers to either Postal or Class Instruction have the opportunity of consulting the Tutors upon the work of the course in personal interview or by letter at any time.

RESULTS AND HONOURS.

The results attained by this system of education have been satisfactory. At each of the last twelve examinations pupils have obtained honours, including Special and Law Society prizes.

The percentage of passes is also a high one, exceeding eighty-five per cent. of between two and three hundred pupils who last presented themselves for examination. It has happened on several occasions that all Class pupils have been successful, and the same has occurred in the case of subscribers to the Correspondence courses.

TUTORS.

The Principles and Practice of Equity The Principles and Practice of Conveyancing The Principles and Practice of Common Law The Principles and Practice of Bankruptcy	J. Carter Harrison, 30, Bedford Row, W.C.
Criminal and Magisterial Law, Probate, Divorce, Admiralty and Ecclesiastical Law, Stephen's Commentaries	Leonard H. West, LL.D., 19, Southampton Buildings, Chancery Lane, W.C.

FEES.

Before Intermediate Examination.

For twelve months' subscription to Postal Instruction	£4	4	0
For two years' subscription to Postal Instruction	6	6	0
For three months' Class Instruction	4	4	0
For those who have previously subscribed for Postal Instruction	3	3	0
For six months' Class Instruction	7	7	0
For those who have previously subscribed for Postal Instruction	5	5	0

After Intermediate Examination.

For twelve months' subscription to Postal Instruction	£6	6	0
For two years' subscription to Postal Instruction	8	8	0
For five months' Class Instruction	9	9	0
For those who have previously subscribed for Postal Instruction	7	7	0
For four months' Class Instruction	8	8	0
For those who have previously subscribed for Postal Instruction	6	6	0
For three months' Class Instruction	7	7	0
For those who have previously subscribed for Postal Instruction	5	5	0

Cheques and Post Office Orders should be made payable to the Secretary, *and crossed* "Messrs. Goslings & Sharpe."

Law Society's Hall, Chancery Lane,
September, 1896.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Nov. 9	Mr. Godfrey	Mr. Farmer	Mr. Lavie	Mr. Pugh	Mr. Pemberton	Mr. Clowes	Monday, Nov. 9
Tuesday „ 10	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Tuesday „ 10
Wednesday „ 11	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Wednesday „ 11
Thursday „ 12	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Thursday „ 12
Friday „ 13	„ Godfrey	„ Farmer	„ Lavie	„ Pugh	„ Pemberton	„ Clowes	Friday „ 13
Saturday „ 14	„ Leach	„ Rolt	„ Carrington	„ Beal	„ Ward	„ Jackson	Saturday „ 14

*** *The Christmas Vacation will commence on Thursday, the 24th day of December*, 1896, *and terminate on Wednesday, the 6th day of January*, 1897, *both days inclusive.*

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS PASS EXAMINATION, 1896.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held at Gray's Inn, 13*th*, 14*th*, *and* 15*th October*, 1896.

The Council of Legal Education have awarded to the following Students Certificates that they have satisfactorily passed a Public Examination :—

Abel, William Jenkinson, Middle Temple,
Blair, George Alexander, Middle Temple,
Carte, Lucas D'Oyly, Inner Temple,
Cave, Edward Watkins, Inner Temple,
Champernowne, Arthur Melville, Lincoln's Inn,
Cheeke, George Alfred Mosley, Inner Temple,
Cornewall, William Francis, Inner Temple,
De Waal, Jan Hendrick Hofmëyr, Inner Temple,
Doye, Raghoba Mahadewa, Lincoln's Inn,
Emanuel, Montague Rosseau, Inner Temple,
Faulkner, Stafford Bett, Inner Temple,
Gaikwad, Sampatrao Kashirao, Lincoln's Inn,
Galer, Allan Maxcey, Inner Temple,
Ganz, Albert William Carl Emil, Middle Temple,
Gibson, John William Pennefather, Lincoln's Inn,
Gillies, Harry Thomas, Middle Temple,
Goetz, Charles Edward, Inner Temple,
Goodman, Reginald Hugh, Middle Temple,
Hall, John Richard Clark, Gray's Inn,
Haridas, Hardeoram Nanabhai, Lincoln's Inn,
Harrison, Harold English, Inner Temple,
Hayward, Charles Williams, Gray's Inn,
Hinde, Frederick, Gray's Inn,
Hughes, James Percival, Middle Temple,
Jain Champat Rai, Lincoln's Inn,
Jones, John William, Gray's Inn,
Khan, Azeezur Rahman, Middle Temple,
Langford, George Frederick, Middle Temple,
Lee, Robert Warden, Gray's Inn,
Leslie, James Graham, Gray's Inn,
Millar, James Duncan, Middle Temple,
O'Brien, Robert Stephen Vere, Inner Temple,
Odgers, Charles Edwin, Middle Temple,
Otto, John Ellison, Inner Temple,
Peel, The Hon. Sidney Cornwallis, Lincoln's Inn,
Pitman, Charles Murray, Inner Temple,
Raby, Percy, Middle Temple,
Radcliffe, John Percy, Inner Temple,
Ram, Gobind, Lincoln's Inn,
Reed, Haythorne, Inner Temple,
Roche, Alexander Adair, Inner Temple,
Rogers, Walter, Inner Temple,
Seligman, Walter Leopold, Inner Temple,
Shroff, Dhirojlal Panachand, Middle Temple,
Simpson, Edgar Hope, Lincoln's Inn,
Sims, Arthur, Middle Temple,
Stuart, George Henry, Lincoln's Inn,
Swaby, Robert, Gray's Inn,
Travis, William Owen, Inner Temple,
and
White, Montagu, Gray's Inn,

Examined, 108. Passed, 50.

Note.—Of the 58 Candidates who Failed, 10 were ordered not to be admitted for examination again until the Easter Examination, 1897, and 2 until the Trinity Examination, 1897.

The following Students passed a satisfactory Examination in

Roman Law :—

Arbuthnot, Gerald Archibald, Middle Temple,
Athawes, Edward John Spofforth, Gray's Inn,
Barron, John Hall, Inner Temple,
Beg, Mirza Mohammed Zoolcadur, Middle Temple,
Bhanuwongse, Nai Theb, Middle Temple,
Braybrooke, Arthur Philip, Lincoln's Inn,
Bryce, John Richmond, Inner Temple,
Burdett, Halford Gay, Inner Temple,
Burn, Campbell, Middle Temple,
Cairns, Alexander, Middle Temple,
Chia, Tat Toe, Lincoln's Inn,
Cowan, Alexander Macneil, Gray's Inn,
Coward, Edward Maurice, Middle Temple,
Curran, Thomas Bartholomew, Middle Temple,
Décugis, Henri Omer, Middle Temple,
Hackney, Carlton, Middle Temple,
Hannah, William George, Middle Temple,
Hirst, William Edward, Inner Temple,
Hué, Arthur Corbet, Inner Temple,
Irish, Harold John Henry, Inner Temple,
Jacobs, Henry John, Inner Temple,
Knowles, Vincent Devereux, Middle Temple,
Layton, John Henry, Inner Temple,
Lewis, William Thomas Granville, Lincoln's Inn,
Martin, Charles Badham, Inner Temple,
Merh, Behari Lal, Lincoln's Inn,

Digitized by Google

Methven, Robert Paul Bayley, Inner Temple,
Mochler-Ferryman, Augustus Ferryman, Inner Temple,
Mossop, Samuel Septimus, Middle Temple,
Olivier, Ernest Frederick Edmund, Lincoln's Inn,
Patel, Bhalabhai Bhaibabhai, Lincoln's Inn,
Patel, Jeshingbhai Bhaibabhai, Lincoln's Inn,
Pearman, Richard Carrol, Lincoln's Inn,
Philip, Cecil Robert, Middle Temple,
Price, Wilfrid George Hilton, Inner Temple,
Richardson, Philip Norman, Middle Temple,
Robertson, Alfred Julius, Gray's Inn,
Scott, Baliol Edward, Middle Temple,
Singh, Bachan, Gray's Inn,
Singh, Deep Narayan, Middle Temple,
Vakil, Mohanlal Jivanlal, Lincoln's Inn,

and

Walsh, William Trevor Hayne, Inner Temple.

Examined, 47. Passed, 42.

The following Students passed a satisfactory Examination in

Roman Law and Constitutional Law and Legal History:—

Doshi, Tribhovandos Manekchand, Lincoln's Inn,
Duncan, Horace Archie, Inner Temple,
Frazer, Arthur Griffith, Inner Temple,
Holland, Thomas, Middle Temple,
Hopkinson, Bertram, Inner Temple,
Houston, Arthur, Middle Temple,
Khan, Abdul Karim, Lincoln's Inn,
Lewis, Owen Rhydderch, Inner Temple,
Mendelson, Wallingford, Inner Temple,
Riley, Fred, Inner Temple,
Seaman, Owen, Inner Temple,
Seth, Prem Lal, Lincoln's Inn,
Warne, Herbert Maxwell, Inner Temple,

and

Wee Theam Tew, Lincoln's Inn.

Examined, 23. Passed, 14.

The following Students passed a satisfactory Examination in

Constitutional Law and Legal History:—

Amir, Syed Mohammad, Lincoln's Inn.
Atkins, Adams Robert Wallace, Lincoln's Inn,
Beck, Arthur Cecil Tyrrell, Lincoln's Inn,
Bethell, Thomas Robert, Middle Temple,
Black, John Stewart, Middle Temple,
Boger, Alnod John, Lincoln's Inn,
Bradbury, James, Inner Temple,
Brooks, Percy Barratt, Inner Temple,
Burt, Walter John, Inner Temple,
Castellain, Charles Edward Alberic, Inner Temple,
Charoon, Inner Temple,
Das, Diwan Mathra, Lincoln's Inn,
Dass, Narayan, Lincoln's Inn,
Davis, Arthur James, Inner Temple,
Dillon, George Francis Wentworth Luke, Middle Temple,
Dixon, William Caleb, Lincoln's Inn,
Eccles, Francis Yvon, Middle Temple,
Ellis, Robert, Inner Temple,
French, Thomas Munro, Lincoln's Inn,
Glen, Randolph Alexander, Middle Temple,
Greenwood, Ernest, Lincoln's Inn,
Hasan, Syed, Inner Temple,
Hilditch, John Edgerley, Middle Temple,
Ingpen, Arthur Lockyer, Middle Temple,
Juta, Karl Wilhelm Thalman Biccord, Inner Temple,
Kaul, Pandit Bishan Lal, Lincoln's Inn,
Khosla, Beni Parshad, Lincoln's Inn,
Lancaster, John Cecil, Inner Temple,
Loosemore, Alfred, Lincoln's Inn,
Lucas, Lascelles Atkinson, Inner Temple,
Manson, Alexander, Lincoln's Inn,
Maxwell, Thomas Doveton, Gray's Inn,
Morley, George, Inner Temple,
Nevill, Dudley Frederic, Lincoln's Inn,
Newnes, Frank Hillyard, Inner Temple,
Nightingale, Samuel Robert, Middle Temple,
O'Neal, Thomas Woollcombe Barton, Inner Temple,
Pike, William Bennett, Inner Temple,
Pilcher, Herbert Incledon, Inner Temple,
Shearman-Turner, Percy, Inner Temple,
Shere, Syed Mohamed, Lincoln's Inn,
Smith, Joseph Louis Shaw, Inner Temple,
Southeard, William Rapsey, Lincoln's Inn,
Stowe, Harold Steed, Middle Temple,
Sutton, Edward William, Lincoln's Inn,
Taffs, Alfred, Middle Temple,
Thompson, William, Middle Temple,
Toller, George Reginald, Inner Temple,
Warner, Pelham Francis, Inner Temple,

and

Williams, Thomas, Lincoln's Inn.

Examined, 69. Passed, 50.

NOTE.—Of the 19 Candidates who Failed, 2 were ordered **not to be** admitted for examination again until the Easter Examination, **1897**.

By Order of the Council,

(Signed) J. NAPIER HIGGINS,
Vice-Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,
2nd November, 1896.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 14TH AND 15TH OCTOBER, 1896:—

Henry Francis Adkins
Frederick William Bailey
John Arthur Stephen Baily
Robert Hamilton Bartlett
Mountjoy Beard
Godfrey Leonard Beardsley
Walter Smith Bentley
Henry Soden Bird
John Walton Bishop
William Herbert Bishop
Charles Gordon Bois
Frederick Morten Bond
Robert Breach
Hubert Laurence Burmester
Cornelius Seton Cardew
Stephen Aylwin Cave
Charles Clarkson
Edward James Coleman
Douglas Argles Collard
William Mainwaring Coombs
Herbert George Edward Crafter
Henry Clayton Darlington
Origen Davies
Bertram Jerman Dawes
Louis John Dewynter
Kenrick Alexander Dowse
Samuel Herbert Easterbrook
Frank Travers Edge
Frederick Eustace
Roger Evans
Edward Lindesay Fisher
Frank Holcroft Fisher
Frank Hill Gaskell
Alexander Fitzmaurice Gilchrist
William Ingram Spearman Gjemre
John Theodore Goddard
Herbert Cady Goody
Harry Scotchmer Gotelee
Charles Ewart Gravely
Henry Montague Gwynne Grover
Frederick Hatton

Digitized by Google

Christopher Henry Heddon
Arthur Wenham Hibbit
Charles Hubert Hicks
George Ernest Hinman
Dennis Hollingworth
Herbert Ashworth Hope
Lancelot Archer Jackson
James Rowland James
George Jessop
William Kay
Robert Wood Kyle
Robert Lamb
Henry Richmond Leigh
Robert Lockey
Roderick MacLeod
William Granville Maddison
Charles Bennett Marshall
Patrick Horace George O'Flynn
Wilkinson Parker
Adam Partington
William Taylor Pemberton
William Alfred Pitt
Harold Stanley Player
Thomas Costello Power
George Matthias Preston
Alfred George Pullen
Arthur Quayle
Ernest Arthur Ram
James Frederick Read
Harry Symons Rendell
Norman Cairns Robertson
Frederick Saville Robinson
Norman Robinson
Clement Rogers
Valentine Gabriel Rooney
William Henry Sanders
James Schofield
Frank Scott
Hugh Rutherford Clunny Biden Steele
Thomas Walter Sturton
Howard Taylor
Sancroft Grimwood Taylor
Edmund Cuthbert Thompson
George Herbert Twist
Gerald Upton
Walter Wall
William Frederic Buckland Warman
Frank George Warne
Robert Innys Baker Warton
George Herbert Watson
William John Vicary Watts
Thomas William Weldon
Percy Edwin Wolter
Albert Ernest Woodgate
Geoffrey Herbert Wright

By Order of the Council,

E. W. Williamson,
Secretary.

Law Society's Hall, Chancery Lane.
15*th October*, 1896.

APPOINTMENTS.

Oct. 29. The Queen has been pleased to approve the appointment of Sir Francis William Maclean, Knt., Q.C., to be Chief Justice of the High Court of Judicature at Fort William, in Bengal, in the place of Sir William Comer Petheram, Knt., Q.C., who has resigned that office with effect from Nov. 1.

Nov. 2. The Queen has been pleased to direct Letters Patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, granting the dignity of a Knight of the said United Kingdom unto Henry Spencer Berkeley, Esq., Chief Justice of Fiji and Chief Judicial Commissioner for the Western Pacific.

Henry M. Bompas, Esq., Q.C., has been appointed Judge of County Courts, Circuit 11 and part of Circuit 14, in place of His Honour Judge Gates, resigned.

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

With Precedents of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe.*
"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes.*

London: WILLIAM CLOWES AND SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,
Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir Reginald F. D. Palgrave, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by Alfred Bonham-Carter, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

LIST OF BUSINESS FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

NOVEMBER AND *DECEMBER*, 1896.

COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
The Attorney-General for the Dominion of Canada *v.* The Attorney-General for the Province of Ontario	Canada	13 May 1896	14 Aug. 1896	Whether Ontario is liable at all for payment of certain annuities to Indians for lands ceded by them to the late Province of Canada and, if so, whether the indebtedness is not conjoint with Quebec. B.N.A. Act, ss. 109, 111, 112.	*A.*	Bompas, Bischoff, Dodgson & Co.
					R.	Freshfields & Williams.
The Attorney-General for the Province of Quebec *v.* The Attorney-General for the Province of Ontario	Canada	13 May 1896	14 Aug. 1896		*A.*	Bompas, Bischoff, Dodgson & Co.
					R.	Freshfields & Williams.
Owner of the S.S. "Kwang Tung" *v.* Owners of the S.S. "Ngapoota"	Straits Settlements.	6 Apr. 1896	20 Aug. 1896	Collision.	*A.*	Rowcliffes, Rawle & Co.
					R.	Talbot & Tasker.
The Brewers' and Maltsters' Association of Ontario *v.* The Attorney-General for Ontario	Ontario	22 June 1896	26 Oct. 1896	Competency of the Legislature of Ontario to require brewers and distillers duly licensed by the Government of Canada to take out licenses in the Province —Liquor License Act R.S.O., 1887, cap. 194.	*A.*	S. V. Blake.
					R.	Freshfields & Williams.
The Master in Equity *v.* Pearson and Others	Victoria	7 Sept. 1896	6 Nov. 1896	Administration suit—Mode of assessing the value of securities — Administration and Probate Act, 1890, s. 98.	*A.*	Freshfields & Williams.
					R.	W. Wilding Jones.
Renner *v.* The Judges of the Gold Coast Colony	Gold Coast Colony	7 Sept. 1896	—	Whether an Order striking off Appellant from the roll of practitioners was rightly made.	*A.*	Ashurst, Morris, Crisp & Co.
					—	*Ex parte.*

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Moulvi Muhammad Abdul Majid *v.* Muhammad Abdul Aziz and Others.	N. W. P., Bengal	28 Aug. 1895	7 Aug. 1896	Right to recover mesne profits of land—Code of Civil Procedure, s. 212.	*A.*	T. C. Summerhays.
					R.	Barrow & Rogers.
Nawab Ibrahim Ali Khan *v.* Ummat-ul-Zohra	N. W. P., Bengal	10 Mar. 1896	28 Oct. 1896	Validity of a transfer of promissory notes.	*A.*	Barrow & Rogers.
					—	*Ex parte.*
Shoshi Komul Lahiri *v.* Kali Komul Lahiri and Another	Bengal	25 June 1894	30 Oct. 1896	Action against executors for an account.	*A.*	T. L. Wilson & Co.
					R.	W. W. Box.
Sheosagar Singh and Others *v.* Sitaram Singh	Bengal	3 July 1893	30 Oct. 1896	Whether the Respondent is the son of Anar Koer deceased.	*A.*	T. L. Wilson & Co.
					R.	H. G. Dallimore.
Chutterput Singh *v.* Dwarka Nath Ghose and Another	Bengal	27 May 1895	7 Nov. 1896	Title to land—Limitation Act.	*A.*	Barrow & Rogers.
					R.	T. L. Wilson & Co.
Bitto Kunwar *v.* Kesho Pershad Misser	N. W. P., Bengal	23 Feb. 1893	7 Nov. 1896	Whether Respondent as heir-at-law of Ram Kishen Misser holds property for his own use or in trust.	*A.*	T. L. Wilson & Co.
					R.	Ranken, Ford, Ford, & Chester.

Digitized by Google

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
Fonindra Deb Raikat . . v. The Secretary of State for India in Council . . .	Bengal	13 May 1895	—	Right to timber found adrift in a river—Effect of Indian Forest Act, 1878, s. 45.	*A.* .	T. L. Wilson & Co
					R. .	Solicitor India Office.

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.	
A Beneficed Clerk . . . v. Lee . . . . . (*Heard 25 March*, 1896. *Present:* *The Lord Chancellor, Lords Watson, Hobhouse, and Davey, Sir Richard Couch and Sir Francis Jeune.*)	Consistory Court of the Diocese of London.	—	23 Jan. 1896	Jurisdiction of the Consistory Court under the Clergy Discipline Act, 1892.	*A.* .	W. Carpenter & Sons.
					R. .	Houseman & Co.
Edison General Electric Company . . . . . v. The Westminster and Vancouver Tramway Company, the Bank of British Columbia and Others . (*Heard 23 July*, 1893. *Present: Lords Hobhouse, Macnaghten, and Davey, and Sir Richard Couch.*)	British Columbia .	9 June 1896	4 July 1896	Action by creditor to set aside Judgment by consent obtained by another creditor.	*A.* .	J. Cornelius Wheeler.
					R. .	Freshfields & Williams.
Sprigg . . . . . v. Sigcau . . . . . (*Heard 29 July*, 1896. *Present: The Lord Chancellor, Lords Watson, Hobhouse, Macnaghten, Shand, and Davey, and Sir Richard Couch.*)	Cape of Good Hope	23 Mar. 1896	11 July 1896	Whether a Proclamation under which Respondent was arrested was sufficient in law to justify the arrest.	*A.* .	Wilson, Bristows & Carpmael.
					R. .	Thomas Beard & Son.

SPECIAL REFERENCE (*for Judgment*).

Subject.	Petitions Lodged.	Solicitors.	
Petitions of The Mercers' Company and of The Governing Body of St. Paul's School, London, against a Scheme framed by the Charity Commissioners in relation to St. Paul's School under the Endowed Schools Acts.	29 Nov. 1894	*Pet.*	Freshfields & Williams.
		Opp.	Farrer & Co.

PATENT CASE (*Reasons for Report*).

Matter.	Petition Lodged.	Subject.	Solicitors.	
Hopkinson's Patent . . . . (*Apparatus for distributing electricity.*)	27 Jan. 1896	Prolongation of Patent dated 27th July, 1882, No. 3578.	*Pet.*	Faithfull & Owen.
			Opp.	Drake, Son & Parton. Deacon, Gibson & Medcalf. Field, Roscoe & Co. W. G. Greig. Harrison & Powell. W. F. Wakeford. Sharpe, Parker, Pritchards & Barham.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Nov. 16	Mr. Farmer	Mr. Ward	Mr. Beal	Mr. Leach	Mr. Jackson	Mr. Carrington	Monday, Nov. 16
Tuesday „ 17	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Tuesday „ 17
Wednesday „ 18	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Wednesday „ 18
Thursday „ 19	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Thursday „ 19
Friday „ 20	„ Farmer	„ Ward	„ Beal	„ Leach	„ Jackson	„ Carrington	Friday „ 20
Saturday „ 21	„ Rolt	„ Pemberton	„ Pugh	„ Godfrey	„ Clowes	„ Lavie	Saturday „ 21

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive.*

COUNCIL OF LEGAL EDUCATION.

There will shortly be an election by the Council of an *Assistant Reader in Roman Law and Jurisprudence, and International Law, and also of a Member of the General Board of Examiners.*

The Council will be glad to receive on or before Saturday the 21st November, at the Offices of the Council, Lincoln's Inn Hall, the names of any gentlemen who are desirous of being appointed, together with any Testimonials they may wish to submit to the Council.

November 9th, 1896.

COUNCIL OF LEGAL EDUCATION.

HILARY PASS EXAMINATION, 1897.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of Students is requested to the following Rules:—

No Student shall receive from the Council the Certificate of Fitness for Call to the Bar required by the four Inns of Court unless he shall have passed a satisfactory Examination as follows:—

Candidates will be examined in the following subjects, in addition to Roman Law—

I. Law of Real and Personal Property.
II. Law of Contracts and Torts.
III. Principles of Equity.
IV. Evidence, Procedure, and Criminal Law.
V. Constitutional Law and Legal History.

Students have the option of passing the Examination in the subject of Roman Law, and in the subject of Constitutional Law and Legal History, or in either of such subjects separately from other subjects. Students exercising this option must present themselves for examination in Roman Law and Constitutional Law and Legal History *before* the other subjects.

Students who present themselves for examination and whose papers show that they had no reasonable expectation of passing may be ordered not to be admitted for examination again until the expiration of such time as the Council may direct.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law;

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in *December* next, to which a Student of any of the Inns of Court who is desirous of becoming a Candidate for a Certificate of Fitness for being called to the Bar, or of passing the Examination in Roman Law (and or) Constitutional Law and Legal History, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 7th day of December* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in Roman Law (and or) Constitutional Law and Legal History under the above-stated Rule.

The Examination will commence on *Tuesday, the 15th day of December* next, and will be continued on the *Wednesday* and *Thursday* following.

It will take place in the Middle Temple Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

Tuesday Morning, 15th December, at Ten, on the Law of Real and Personal Property and Conveyancing.

Digitized by Google

Tuesday Afternoon, 15*th December*, at Two, on Law and Equity, first paper.

Wednesday Morning, 16*th December*, at Ten, on Law and Equity, second paper.

Wednesday Afternoon, 16*th December*, at Two, on Evidence, Procedure, and Criminal Law.

Thursday Morning, 17*th December*, at Ten, on Roman Law.

Thursday Afternoon, 17*th December*, at Two, on Constitutional Law and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in the LAW of REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Settlements and Wills.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

SECOND PAPER.

Trusts.
Specific Performance.
Mortgages and other Securities.
Partnership and Winding up of Companies.

The EXAMINERS in ROMAN LAW will examine in the following subjects:—

I. Law of Persons—Slavery; *Patria Potestas;* Husband and Wife; *Tutela; Cura.*
II. Law of Property—*Dominium; Possessio;* Servitudes, personal and prædial; *Emphyteusis;* Mortgage.
III. Law of Contract—Formal Contracts; Contracts *re;* Contracts for valuable consideration in money; Correality; Accessory Contracts; *Fidejussio; Mandatum; Pecunia Constituta;* Elements common to all Contracts.
IV. Delicts.
V. Wills, Legacies, and Trusts.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. The Constitutional History of England.

The EXAMINERS in EVIDENCE, PROCEDURE, CIVIL and CRIMINAL, and CRIMINAL LAW will examine in the following subjects:—

The Elements of Procedure, Civil and Criminal.
The Elements of Evidence.
Criminal Law.

The above Subjects will be examined upon so far only as treated in the Lectures and Classes since Michaelmas Term, 1894.

The Awards upon the Hilary Pass Examination will be published at the Office of the Council, Lincoln's Inn Hall, on Monday, 11th January, at 5.30 p m.

NOTE.—The Easter Pass Examination will be held in the Inner Temple Hall, 6th, 7th, and 8th April.

Last day for entry of names, Monday, 29th March.

MACNAGHTEN,
Chairman of Council of Legal Education.

A. G. MARTEN,
Chairman of Board of Studies.

COUNCIL CHAMBER, LINCOLN'S INN HALL,
November, 1896.

COUNCIL OF LEGAL EDUCATION.

HILARY HONOUR EXAMINATION, 1897.

EXAMINATION OF CANDIDATES FOR STUDENTSHIP AND HONOURS.

The attention of Students is requested to the following Rules:—

Two Studentships of One Hundred Guineas per annum each, tenable for three years, shall in each year be given to the Students who shall pass the best Examination on the whole in all the subjects mentioned in Clause 28 of the Consolidated Regulations. But the Council shall not be obliged to recommend any Studentship to be awarded if the result of the Examination be such as, in their opinion, not to justify such recommendation. Where any Candidates appear to be equal, or nearly equal, in merit, the Council may, if they think fit, divide the Studentship between them equally or in such proportions as they consider just.

No Student shall be eligible for a Studentship who is over twenty-five years of age on the first day of the Examination for which he enters.

Only Members of an Inn not called to the Bar shall compete for a Studentship, or Honours.

There shall be two Honour Examinations in each year, at each of which one Studentship and Certificates of Honour, enabling the holders to be called to the Bar without further Examination, may be awarded.

At every call to the Bar those Students who have obtained Studentships shall take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour shall take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court, to which the holder of any Studentship or of a Certificate of Honour belongs, may, if desired, dispense with any Terms not exceeding two that may remain to be kept by such Student previously to his being called to the Bar.

The Council may also award to the Student who, being a Candidate for Honours, and not having obtained the Studentship, shall (amongst the other Candidates) have passed the best Examination in Constitutional Law (English and Colonial) and Legal History, a special prize of Fifty Pounds. Provided that the Council shall not be obliged to award the prize if the result of the Examination in that subject or the other subjects has not been such as, in their opinion, to justify the Award.

An Examination will be held in *December* next, to which a Student of any of the Inns of Court, who is desirous of becoming a Candidate for a Studentship or Honours, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name, *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before Monday, the 7*th day of December* next, and he will further be required to state in writing whether his object in offering himself for Examination is to compete for a Studentship or Certificate of Honour, and (if a Candidate for a Studentship) to produce evidence as to his age.

The Examination will take place in the Middle Temple Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

Digitized by Google

The Examination will commence on *Tuesday, the 15th day of December* next, and will be continued on the Wednesday, Thursday, and Friday following.

The Examination by Printed Questions will be conducted in the following Order:—

Tuesday Morning, 15th December, at Ten, on the Law of Real and Personal Property and Conveyancing.

Tuesday Afternoon, 15th December, at Two, on Law and Equity, first paper.

Wednesday Morning, 16th December, at Ten, on Law and Equity, second paper.

Wednesday Afternoon, 16th December, at Two, on Evidence, Procedure, Civil and Criminal, and Criminal Law.

Thursday Morning, 17th December, at Ten, on Roman Law, Jurisprudence, and International Law.

Thursday Afternoon, 17th December, at Two, and *Friday Morning, 18th December*, at Ten, on Constitutional Law (English and Colonial) and Legal History.

The Oral Examination will be conducted in the same Order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The Examiner in the Law of Real and Personal Property and Conveyancing will examine in the following subjects:—

Elements of the Law of Real and Personal Property.
Purchases and Leases.
Mortgages.
Settlements and Wills.

The Examiners in Law and Equity will examine in the following subjects:—

First Paper.

Elements of the Law of Contracts and Torts.
Negotiable Instruments.
Agency in Mercantile Contracts.
Contracts of Sale of Goods.

Second Paper.

Principles of Equity.
Trusts.
Mortgages and other Securities.
Specific Performance.
Partnership and Winding-up of Companies.

The Examiner in Evidence, Procedure, Civil and Criminal, and Criminal Law will examine in the Subjects discussed at the Lectures and Classes since the commencement of Michaelmas Term, 1894.

The Examiner in Roman Law and Jurisprudence, &c., will examine in all the following subjects:—

I. Institutes of Justinian. Special Topics:—*Possessio*, Law of Sale, History of Roman Law.
II. Jurisprudence, Analytical and Historical, with special reference to the writings of Austin and Maine.
III. Elements of International Law (Public and Private).

The Examiner in Constitutional Law (English and Colonial) and Legal History will examine in the following subjects:—

I. Constitutional Law.
(1) The Crown and the Executive.
(2) The Law and Custom of Parliament.
II. Legal History.
III. Constitutional History.

Text-books which may be referred to:—

I. Constitutional Law: Dicey's Law of the Constitution, Anson's Law and Custom of the Constitution, Broom's Constitutional Law, May's Law and Practice of Parliament, Bagehot's English Constitution, and Hearn's Government of England.
II. Legal History: Parts of Blackstone, Spence, Stephen's History of the Criminal Law, Maitland's Introductions to Vols. I. and II. of Selden Society's Publications.
III. Constitutional History: Stubbs, Hallam, Gardiner, May, Taswell Langmead.

The above Subjects will be examined upon so far only as treated in the Lectures and Classes since 24th October, 1894.

Macnaghten,
Chairman of Council of Legal Education.

A. G. Marten,
Chairman of Board of Studies.

Council Chamber, Lincoln's Inn Hall,
November, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

James Oswald Davidson and Hebden Barker (Davidson & Barker) Solicitors, South Shields, Jarrow-on-Tyne, Newcastle-upon-Tyne, and Hebburn-on-Tyne, by mutual consent as from Aug. 25.

Robert Scale and Edward Thomas David (Scale & David), Solicitors, Bridgend and Maesteg, Glamorgan, by mutual consent, Oct. 31. The said Robert Scale and Edward Thomas David will in future carry on business separately.

APPOINTMENT.

Thomas Halhed Fischer, Esq., Q.C., has been appointed a Master in Lunacy, in the place of Sir Francis William Maclean, Q.C., appointed Chief Justice of Bengal.

Just Published. Royal 8vo., cloth, 25s.

NORMAN'S DEATH DUTY TABLES

Comprising in an Expanded Form

Tables I., II., III., appended to the Succession Duty Act, 1853 (16 & 17 Vict., c. 51), for valuing Successions and Annuities; also Discount, Interest, Rate per Cent., and other Tables, with numerous examples to illustrate their use and application.

By A. W. NORMAN, B.A., B.Sc. (Lond.),

Of the Legacy and Succession Duty Office, Author of "A Digest of the Death Duties."

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. Outram Crewe, Solicitor, &c., with Honours, H. T. 1866.

Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By Edward Manson, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By Sydney Hastings, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. Cunyngham, M.A., Barrister-at-Law, late Royal Engineers.

Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By Alfred de Lissa, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By Francis Taylor Piggott, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By Charles Crawley, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By Paul Strickland, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By Paul Strickland, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By Edward Boyle, of the Inner Temple, Barrister-at-Law, and G. Humphreys-Davies, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. Garrett, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered. . . . While the work appeals more particularly to members of the legal profession, 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said: "Mr. Garrett's book . . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of uncommon merit."

*** *A Catalogue of Modern Law Books, just issued, sent free on application.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. Moore, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Now Ready. Third Edition, thoroughly revised to date, demy 8vo., cloth, 15s.

THE LAW OF COPYRIGHT,

INCLUDING

The AMERICAN COPYRIGHT ACT, the BERNE CONVENTION, the consequent ORDER IN COUNCIL,

AND CASES TO DATE. ALSO REFERENCE TO, AND EXPLANATION OF, THE CUSTOMS ACT OF 1876 RELATING TO THE IMPORTATION OF PIRATED EDITIONS OF ENGLISH COPYRIGHT BOOKS BY THE BRITISH COLONIES.

By THOMAS EDWARD SCRUTTON, M.A., LL.B., Barrister-at-Law,

Author of "The Merchant Shipping Act, 1894," "Charterparties and Bills of Lading," &c., and Lecturer in Common Law to the Incorporated Law Society.

"We think it is not only the easiest, but the most useful and practical work on copyright."—*Law Quarterly Review.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.
Monday, Nov. 23	Mr. Ward	Mr. Clowes	Mr. Godfrey	Mr. Rolt	Mr. Lavie	Mr. Pugh	Monday, Nov. 23
Tuesday „ 24	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Tuesday „ 24
Wednesday „ 25	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Wednesday „ 25
Thursday „ 26	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Thursday „ 26
Friday „ 27	„ Ward	„ Clowes	„ Godfrey	„ Rolt	„ Lavie	„ Pugh	Friday „ 27
Saturday „ 28	„ Pemberton	„ Jackson	„ Leach	„ Farmer	„ Carrington	„ Beal	Saturday „ 28

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive*

INNS OF COURT.

CALLS TO THE BAR.

MICHAELMAS TERM, 1896.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

George Henry Stuart, late Fellow of Emmanuel College, Cambridge, M.A.; George Goodman Soloman, London University; Egerton William Townsend Beck; Charles Percy Sanger, Trinity College, Cambridge; Shrimant, Sampatrao Kashirao Gaikwad of Baroda, India; Michael Linning Henry Melville; Lionel Tudway Levick, B.A., Pembroke College, Oxford; George Watkins Williamson; Archibald Alfred Willis; Harold Thomas Whitaker, B.A., Christ Church, Oxford; Richard Mathias; Major Greenwood, M.D., LL.B., D.P.H.

INNER TEMPLE.

Stafford Faulkner; Brenton Robie Collins, B.A., Oxford; Cecil Louis Ferdinand Floersheim, B.A., Oxford; John Ellison Otto, B.A., Oxford; Walter James Lionel Stewart, Oxford; John James Bell, B.A., Cambridge; Walter Rogers, B.A., Oxford; Edward Henry Harrington Maxwell, B.A., Cambridge; Edward Everard Earle Welby-Everard, B.A., Oxford; Edward James Watt, B.A., Cambridge; James Gilbert Shaw Mellor, B.A., LL.B., Cambridge; Henry Cubitt Gooch, B.A., LL.B, Cambridge; George Alfred Mosley Cheeke, B.A. Oxford; William Francis Cornewall, B.A., Oxford; John Charles Miles, B.A., Oxford; Harold Ellis, B.A., Oxford; Alexander Adair Roche, B.A., Oxford; Arthur Francis Haddan, Oxford; Robert Holme Storey, B.A., Cambridge; William Neilson, B.A., LL.B. Cambridge; Ernest Yarrow Jones, B.A., Oxford; William James Holmes Graham, B.A., Cambridge; Harold English Harrison, B.A., Cambridge; the Hon. George Arthur Sinclair; Edward Herbert Merivale Drury, Cambridge; Frederick Joseph Coltman; Joseph Ephraim Casely Hayford, Cambridge; and Walter George Wrangham, B.A., Cambridge.

MIDDLE TEMPLE.

Edward Patrick Sarsfield Counsel, barister-at-law, Ireland, LL.D., law prize; Michael Brett, B.A., New College, Oxford, Second Class Jurisprudence, honours certificate, Inns of Court; Charles Giesler Norbury, B.A., Cambridge University; Husain Budruddin Tyabji, B.A., LL.B., honours, Cambridge University; Reginald Hugh Goodman, University of London; Cecil John Dwyer; Sheikh Asghar Ali, Christ's College, Cambridge, J.C.S., B.A., Punjab University, and B.A., honours, Cambridge University; George Alexander Blair, New College, Oxford, and St. John's College, Cambridge; John Augustus Abbensetts; Dhirajlal Panachand Shroff; Harry Bollen Longhurst; Arthur Sims, honours at solicitors' final examination.

GRAY'S INN.

John Richard Clark Hall, M.A., London University, and of the Loyal Government Board; Henry Anderson Watt, M.A., Glasgow; Robert Warden Lee, B.A., Balliol College, Oxford; Frederick Hinde, Kent-house, Beckenham; James Graham Leslie, in the office of the Crown Agents for the Colonies; Montagu White, Consul-General of the South African Republic; Robert Ernest Dummett, Clare College, Cambridge; Frederick Charles Goodwin, Kingston-on-Thames, M.R.C.S, Eng., and a L.R.C.P., and D.P.H., Cambridge; Syamo Podo Roy, Calcutta University, Punjab, India, pleader in the Chief Court of Lahore; and William Lymington Williams, formerly a solicitor, of Castle Mount, Sandal, near Wakefield.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

William Bartlett and John Frederick Henry Atkinson (Bartlett & Atkinson), Solicitors, Liverpool, by mutal consent, Oct. 31.

John George Lawrence Bulleid and George Lawrence Bulleid (Bulleid & Son), Solicitors, Glastonbury, Somerset, by mutual consent as from Sept. 1.

John Arthur Cocker and Thomas Cooper (Cocker & Cooper), Solicitors, Bournemouth and Boscombe, by mutual consent as from Oct. 16.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 1896.

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*
"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

HIGH COURT OF JUSTICE.

PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

SUPPLEMENTAL LIST OF DEFENDED MATRIMONIAL CAUSES to be Heard and Tried with Common Juries at Michaelmas Sittings, 1896.

Abbreviations.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

No.		Name of Cause.	Solicitors. Plaintiff's.	Defendant's.	Co-Respondent's.
		COMMON JURIES.			
16	W.D.	Cunningham *v.* Cunningham	Ridsdale & Son	Torr & Co.	
17	W.J.S.	Cox *v.* Cox	F. L. Keays	Halses & Co.	
18	H.D.	Coutts *v.* Coutts & Kelley	Dix & Warlow	Wontner & Sons.	
19	H.D.	Rich *v.* Rich & Davidson	Osborn & Osborn	Gibbs, White & Co.	
20	H.D.	Arbuthnot *v.* Arbuthnot & Rowland	Francis Greenep	E. Hughes	Sidney.
21	H.D.	Moss *v.* Moss & Jenkins	Wetherfield & Co.		
22	H.D.	Long *v.* Long & Billington	Wetherfield & Co.		
23	H.D.	Bale *v.* Bale & O'Gorman	J. A. Parkes	W. H. Armstrong.	
24	H.D.	Barnes *v.* Barnes & Pimm	G. C. Lea	May, Sikes & Co.	
25	H.D.	Simpson *v.* Simpson & Chamberlain	Bull & Bull	Tremellins.	
26	H.D.	Catton *v.* Catton & Waring orse. Montesca	Spencer, Cridland & Co.	C. M. Trevor	Paddison & Co.

COUNTY COURTS ACT, 1888 (51 & 52 Vict. c. 43, s. 163).

ORDER OF THE SECRETARY OF STATE, DATED OCTOBER 26, 1896, DIRECTING TO WHAT PRISONS COMMITTALS BY COUNTY COURT JUDGES MAY BE MADE.

In pursuance of the power vested in me by the County Courts Act, 1888, I hereby order that the place of imprisonment for prisoners committed either for contempt, or in pursuance of the Debtors Act, 1869, by the Judge of any of the Courts named in the first column of the subjoined schedule, shall be the prison specified opposite to the name of the Court in the second column of the schedule, and so much of the order of the Secretary of State of the 13th December, 1889, as relates to these Courts is hereby revoked.

M. W. Ridley,
One of Her Majesty's Principal Secretaries of State.

Home Office, Whitehall
October, 1896.

Name of County Court.	Name of Prison to which Prisoners from such Court are to be committed.
Ampthill	Bedford (for males). St. Albans (for females).
Luton	Bedford (for males). St. Albans (for females).
Bedford	Bedford (for males). Northampton (for females).
Biggleswade	Bedford (for males). Cambridge (for females).

THE COUNTY COURT RULES (DECEMBER), 1896.

[*Memorandum.*—The annexed Rules are adapted from those recently passed for the High Court.]

These Rules may be cited as the County Court Rules, December, 1896, or each Rule may be cited as if it had been one of the County Court Rules, 1889, and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in the County Court Rules, 1889.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1889.

Where any Rule hereby annulled is referred to in any of the County Court Rules, 1889, or in any subsequent County Court Rules, the reference to such Rule shall be construed as referring to the Rule hereby prescribed to be used in lieu thereof.

Order III., Parties.

Order III., Rule 1, is hereby annulled, and the following Rule shall stand in lieu thereof:

1. [Order III., Rule 1*a*. *Persons may be joined as plaintiffs who claim relief jointly, severally, or in the alternative in respect of the same transaction, where common question of law or fact arises.* [*Conf. R.S.C. Order XVI., Rule* 1, *Oct.*, 1896.]]—All persons may be joined in one action as plaintiffs in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where if such persons brought separate actions any common question of law or fact would arise: Provided that if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial, the Judge may order separate trials, or make such other order as may be expedient. And judgment may be given for such one or more of the plaintiffs as may be found to be entitled to relief, for such relief as he

Digitized by Google

or they may be entitled to, without any amendment. But the defendant, though unsuccessful, shall be entitled to any extra costs occasioned by so joining any person who shall not be found entitled to relief, unless the Court in disposing of the costs shall otherwise direct.

Order XXVII., Interpleader.

2. [ORDER XXVII., RULE 1b. *Power to make order protecting high bailiff from action by claimant, where execution creditor admits claim before interpleader summons is issued. Conf. R.S.C., Order LVII., Rule 16a.* [*May*, 1896.]]—Where the execution creditor gives notice in due time to the high bailiff, as directed by Rule 1 of this Order, that he admits the title of the claimant to the goods or chattels, the high bailiff may thereupon withdraw from possession, and may apply for an order protecting him from any action in respect of the seizure and possession of the said goods and chattels, and the Judge may make any such order as may be just and reasonable in respect of the same. Any such application shall be made in writing, and intituled in the matter of the execution, and three clear days' notice in writing thereof shall be given by the high bailiff to the claimant, who may, if he desires it, attend the hearing of the application, and if he attend the Judge may, in and for the purposes of such application, make all such orders as to costs as may be just and reasonable.

3. [*Amendment of Order XXVII., Rule* 2.]—The words "Rule 1 of this Order" shall be substituted for the words "the last preceding Rule" in Order XXVII., Rule 2.

We, Alfred Martineau, Henry J. Stonor, Richard Harington, William L. Selfe, and William Cecil Smyly, being Judges of County Courts, appointed to frame Rules and Orders for regulating the practice of the Courts and forms of proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

A. MARTINEAU.
HENRY J. STONOR.
RICHARD HARINGTON.
WM. L. SELFE.
W. C. SMYLY.

Approved (Signed) HALSBURY, *C.*
RUSSELL OF KILLOWEN, *C.J.*
F. H. JEUNE, *P.*
A. L. SMITH, *L.J.*
JOSEPH W. CHITTY, *J.*
ARTHUR CHARLES, *J.*
HERBERT H. COZENS-HARDY.
JOSEPH ADDISON.

I allow these Rules, which shall come into force on the first day of December, 1896.

The 19th day of November, 1896.

(Signed) HALSBURY, *C.*

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 19th day of November, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice NORTH (1896—N.—No. 1233).

In re The Narborough and Enderby Granite Quarries Company, Limited.
Alexander Grant Meek *v.* The Narborough and Enderby Granite Quarries Company, Limited.

HALSBURY, *C.*

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 3RD AND 4TH OF NOVEMBER, 1896:—

Frank Henry Aarons
Percy Sutton Aldridge
William Stobo Andrew
St. George Ashe
Arthur Shirley Atkins
George James Murray Atkins
Francis Edward Balleine, *B.A.*
James Barnes
Launcelot Brabant Bate
Reginald Truscott Baxter, *B.A.*
Alfred Beesly
Herbert John Berry
John George Quiddington Besch
William Bindloss, *M.A.*
Charles Blackford
Reginald John Boyce
Charles Alfred Bradbury
William James Bradley
Evan Edwin Brook
George Fowler Carrington Brown
Alick James Sewell Button
Edward Bygott
William Castle
Arthur Farquhar Chilver, *B.A.*
Henry Wordsworth Clemesha, *M.A.*
William Edgar Clogg
Charles Harold Close
Harry Neild Collis, *B.A., LL.B.*
William Shrubsole Copland
Leonard Cotman, *B.A.*
Thomas Allard Cox
James Fox Crabtree, *B.A.*
Charles William Crewe
Richard Dauncey
Robert Davies (Dolwyddelan)
Robert Davies (Carnarvon)
Maurice John Dawson
Robert Horace William Dobell
Edwin Dodshon, *LL.B.*
Bernard Withers Dowson
Cecil Lancelot Drew
William George Earengey
Thomas Eastham
Martin George Edwards
Charles Ekin, *B.A.*
William Pritchard Elias, *B.A.*
James Edward Mainwaring Farquhar, *B.A.*
Arthur Strickland Field, *B.A.*
Herbert Francis
Harry Ross Giles
George Stanley Godfree
Walter Palmer Godwin, *B.A.*
Harold Hunter Grotrian, *B.A.*
Heywood George Hadfield, *B.A., LL.B.*
Hubert Haigh
James Hall-Smith
Howard Meredith Hardy
Andrew Armstrong Harford
Herbert Hargrove
Arthur Claude Havers, *B.A.*
Thomas Gerald Havers
Robert Heaton
Herbert Cannington Hepton
Herbert Hick
Herbert Woodroffe Hill
Edward Langdale Hilleary, *B.A.*
James William Hird
Charles Stork Holdsworth
Harry Holt
Ronald Law Holt
Thomas Holtby
Edmund Huntsman
Francis Garmston Hyde
John Reginald Jacob
Harold Vivian Jones
John Evans Jones
Geoffrey Parker Langworthy
Reginald George Layton
John Boschetti Leadley-Brown, *B.A.*
Edward Ralph Le Fleming
Roland Howell Ley, *B.A.*
Austin Aloysius Lickorish
George Livsey, *LL.B.*
James William Lodge
Samuel Lucas
Fred Marlor
John Reginald Marriott, *B.A.*
William Henry Mills Marsden
Robert John Martinez-Danson
Frederick John Mathews
Guy Matthews
Jeffery Bowden Maye
Thomas Meller
George Henry Mennell
Reginald Metcalfe
James Henry Milner
John Petty Mitchell
Richard Horace Moon
Percy Mordle
Christopher Haigh Morris, *B.A.*

Digitized by Google

Sydney Bruce Morrison
William James Moss
Harry George Mumford
Horatio William Nelson, *B.A.*
Walter Newall
Arthur Oates
John Clement Parker, *B.A.*
Hamlyn Horwood Perham
William D'Arcy Peskett
Harry Pfahl
Montagu Piesse
Frederick Heath Pryce
William Edward Pryce
Willett Ram
Herbert Antoine Heaslop Ramsay
William Augustus Cassin Raper
Henry Lister Reade
Arthur Edward Roberts
Charles Robinson
Clement Crawley Robinson
John Henry Robinson
Roger Hayes Robinson, *B.A.*
Rowland Henry Rodway
William Hugh Rose
Robert Stanley Russell
Isaac Harold Salt
Thomas Fosbrooke Salt, *B.A.*
Frank Julius Schroeter
Edward Bagehot Schwann
Percy Bruce Searl
Arthur Frank Sharman
Frederick Burbage Shearman
Christopher Wesley Shimeld
Francis Joseph Simpson
Alfred Henry Singleton
Harry Swayne Smith
Percy Hazell Smith
Frank Herron Stevens
Arthur Jacob Sturton
George Frederic Tanner
Frederick George Taylor
Peregrine Thomas
Arthur Thorne
Francis Joseph Tolhurst
Herbert Edward Trangmar
Hugh John Vinall
William Mercer Wade, *B.A.*, *LL.B.*
Wei on Wah, *B.A.*
Percy George Waller
Sidney Wallhead
Arnold Brunsdon Walmsley
Herbert George Warren
Francis Joseph Weld
William Leonard Westcott
George Whittington
Claud Wilkinson
Edward Taunton Williams
Richard Gilbert Williams
Francis Cecil John Wood
Edward Young, *B.A.*

INTERMEDIATE EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE INTERMEDIATE EXAMINATION HELD ON THE 5TH NOVEMBER, 1896:—

Ernest Addington Adam
Charles Royle Allen
John Manley Ansell
Charles Douglas Ward Archer
Charles Guy Armstrong
Thomas James Greaves Backhouse
Arthur Balmer
John Henry Barker
Philip Wellesley Baster
Richard Bate
Robert Bath
Tom George Bell
Charles Henry Benjamin Blake
Arthur Edward Bonsall
Herbert Boocock
George Herbert Boucher
James Bracewell
Henry Bell Bradish
Herbert William Brown, *B A.*
Charles John Bryden
Richard William Bugler
Francis Noël Butler
Henry Pendril Jones Charles
Alfred James Clelland
Henry James Cobbett
Ebenezer Vincent Cole
Sanford Darley Cole
Edward Ernest Collier
Alfred Creerar
Algernon Crook
Ambrose Betham Cross
Henry Darley Crozier
Thomas Ely Cryer
David Davis
Frank Dawes
Vincent Hamilton Dickson
Ernest Thomas Dixon
Pierre François Joseph Dufau Dorté
Harry Dutton
Charles Eastwood
William Richard Edwards
Ernest Haughton Radclyffe Ellis, *B.A.*
Frederick Entwistle
James Fairfield
Robert Ferguson
Alfred Sellwood Fisher, *B.A.*
Henry James Fisher
Walter James Forbes
Francis Walter Ford
George Edward Foster
Wallace Fraser
Hubert James Gamlin
William Saville George
Henry Hamilton Gepp
Nicholas Melvill Gepp
Arthur Goffey
William Fairchild Greig
Ernest Hanscombe Grellet
Godfrey de Gorrequer Griffith
Rhys David Griffiths
Charles Sydney Grundy
Florance Montefiore Guedalla
Frederick Ernest Hall
John Hall, *B.A.*
Godfrey Denis Harrison
Ernest Gillmore Harvey
Richard Evelyn Bethell Haydon
Francis Austin Langton Hodgkinson
George Edgar Hodgson, *B.A.*
John Percival Hpeo
John Hunt
Robert Ingram
Walter Francis Jackson
Herbert Jeffries
John Colenso Jones
Charles Keeling
William John Kent
John Henry Henshaw Kidgell
William Byatt King
William Henry Kingswell
Harold Kirkconnel
Arthur Kitching
Moreton Laing Knight
John Lamb
Francis Palmer Landon
Reginald James Laughton
Arthur Philip Laundy
Arthur Lees
Charles David Lewis
Reginald Benjamin Simmons Lewis
Frederick Linton
Reginald Arthur Loseby
Douglas George Lowe
Sidney Lowenthal, *B.A.*
Alfred Victor Mabane
Francis George Edward McBayne
William Alexander McMillin
Edward Ashburner Manisty, *B.A.*
Charles Beale Marston
Frederic Milward Marston
Guy Wilbar Mason
John Richard Mason
George Palin Mather
Frederick Baker Langley Maunsell
Louis Meaden
Thomas Millward
Arthur Harry Moore, *B.A.*
John Moore
Walter Edmund Irvine Mourilyan
Frank Beddoes Nash
Leonard Rupert Nash
Charles Goodall Neale
Sydney Christian Theodore Neumann
Harold Newton
William Norris
George Ernest Nuttall
Norman Oldfield
William Henry Ord
Charles Ernest Peace
Thomas Edward Pearson
Noshirwan Peerozshaw
Charles Hubert Pemberton
Richard Herbert Penley, *B.A.*
Harry Burt Piper
Robert Frederick Piper
William Montagu Pleadwell
John Copestake Porter
Henry Purser
Wallace Read
Leonard Henry Revis
Frank Risdon
Edwin Fleming Robertson
William Woodward Robertson, *B.A.*
John Henry Woodford Robinson
John James Robinson, *B.A.*
Frederick Alfred Rolt
Albert Lincoln Rushworth
Geoffrey William Russell
Frederic Rump
Wilfrid Vincent Sankey
Griffith Saunders
Percy Saunders
William John Shipton
Charles Copley Singleton
Clitherow Smith
Herbert George Smith
James Robert Smith
Percy James Smith
Harry Stephenson
John Penn Stone
John Horace Stott
James William Sugden
Walter Francis Sutcliffe
John James Sutherland
Francis Sutton
Henry Comer Teek, *B.A.*
Henry Doudney Thompson
Arthur Ramsay Thomson, *B.A.*
Henry Gilbert Alexander Thorn
Henry Langton Thornhill
William Tudor Sayce Thorp
Henry Thorpe
John Michael Tucker
William Triggs Stevenson Turner
Thomas Alfred Turton
Archer Mowbray Upton, *B.A.*
Henry Hayes Vowles
George Albert Waller
Richard Ernest Warburton
Cecil Wellesley Ward
Charles Bailey Watson
Reginald Eric Watson
Hallifax Vyvyan Wells
Alfred Edward Whiskin
Joseph Parton Whittingham
Charles Frederick Whittuck
Frederick George Williams
William Gravely Woolston Willis
Joseph Charles Wilson
Joseph Croydon Winser

By Order of the Council,

E. W. WILLIAMSON,
Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE.
20th November, 1896.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Frederick William Grace Moran and Francis Gordon Knowles (Moran & Knowles), Solicitors, Glossop and Hadfield, Derby, by mutual consent as from Nov. 10, the said F. W. G. Moran having withdrawn from the firm.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.			Appeal Court II.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.	Date.		
Monday,	Nov.	30	Mr. Clowes	Mr. Carrington	Mr. Farmer	Mr. Pemberton	Mr. Beal	Mr. Leach	Monday,	Nov.	30
Tuesday,	Dec.	1	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Tuesday,	Dec.	1
Wednesday	„	2	„ Clowes	„ Carrington	„ Farmer	„ Pemberton	„ Beal	„ Leach	Wednesday	„	2
Thursday	„	3	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Thursday	„	3
Friday	„	4	„ Clowes	„ Carrington	„ Farmer	„ Pemberton	„ Beal	„ Leach	Friday	„	4
Saturday	„	5	„ Jackson	„ Lavie	„ Rolt	„ Ward	„ Pugh	„ Godfrey	Saturday	„	5

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive*

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

With Precedents of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes.*

London: WILLIAM CLOWES AND SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir Reginald F. D. Palgrave, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by Alfred Bonham-Carter, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it: and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Second Edition, thoroughly revised. Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND.

BY THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends and the criticism of his reviewers by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new edition is up to date, and is altered to include the legislation of last session."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*
"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.
Monday, Dec. 7	Mr. Carrington	Mr. Pugh	Mr. Ward	Mr. Jackson	Mr. Godfrey	Mr. Rolt	Monday, Dec. 7
Tuesday „ 8	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Tuesday „ 8
Wednesday „ 9	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Wednesday „ 9
Thursday „ 10	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Thursday „ 10
Friday „ 11	„ Carrington	„ Pugh	„ Ward	„ Jackson	„ Godfrey	„ Rolt	Friday „ 11
Saturday „ 12	„ Lavie	„ Beal	„ Pemberton	„ Clowes	„ Leach	„ Farmer	Saturday „ 12

*** *The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive.*

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 24th day of November, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice KEKEWICH (1896—V.—No. 669).

In re The Victoria Steamboats, Limited.
Vere Herbert Smith *v.* Robert Daniel Wilkinson and The Victoria Steamboats, Limited.

HALSBURY, *C.*

COUNCIL OF LEGAL EDUCATION.

The Council have made the following appointments :—

Assistant Reader in Roman Law, Jurisprudence, and International Law—

S. H. LEONARD, ESQ.

Member of the General Board of Examiners—

B. FOSSETT LOCK, ESQ.

UNIVERSITY COLLEGE, LONDON.

QUAIN LAW LECTURES.

The Professor (Mr. AUGUSTINE BIRRELL, M.P., Q.C.) will deliver his Introductory Lecture in the Old Hall, Lincoln's Inn (by kind permission of the Benchers), on Monday, December 7th, at 4.30 p.m.

APPOINTMENTS.

George Wirgman Hemming, Esq., Q.C., has been elected Treasurer of the Hon. Society of Lincoln's Inn for the ensuing year, in succession to Edward Henry Pember, Esq., Q.C.

Philip Chasemore Gates, Esq., Q.C., has been elected Treasurer of the Hon. Society of the Inner Temple for the ensuing year, in succession to Samuel Danks Waddy, Esq., Q.C.

John Patrick Murphy, Esq., Q.C., has been elected Treasurer of the Hon. Society of the Middle Temple for the ensuing year, in succession to Charles Henry Hopwood, Esq., Q.C.

Nov. 23. The Queen has been pleased by several Letters Patent under the Great Seal to appoint—

William Robert McConnell, Esq., of the Inner Temple;
Henry Bargrave Deane, Esq., of the Inner Temple;
Richard Holmden Amphlett, Esq., of Lincoln's Inn;
Llewellyn Archer Atherley-Jones, Esq., M.P., of the Inner Temple;
John Strachan, Esq., of the Middle Temple;
Charles Alfred Russell, Esq., of Gray's Inn;
Lawrence Colvile Jackson, Esq., of Lincoln's Inn;
Hugh Fenwick Boyd, Esq., of the Inner Temple;

to be, respectively, of Her Majesty's Counsel learned in the law.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Bernard Ellis and Herbert G. Phillips (Bernard Ellis & Phillips), Solicitors, Hastings, Sussex, by mutual consent as from Nov. 6.

Walter Thompson and Russell Drapes Ardagh (Thompson & Ardagh), Solicitors, 12, Pancras Lane, by mutual consent as from Sept. 29.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

LONDON: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*
"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY,

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COURT.

WITH PRECEDENTS OF PARTICULARS OF CLAIM, DEFENCES, NOTICES OF MOTION, AFFIDAVITS, JUDGMENTS, ORDERS, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work is second to none."—*Law Notes.*

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

MAY'S PARLIAMENTARY PRACTICE.

Tenth Edition. Royal 8vo., cloth, 45s. Half-calf, 50s.

A TREATISE ON THE LAW, PRIVILEGES, PROCEEDINGS & USAGE OF PARLIAMENT.

BY SIR THOMAS ERSKINE MAY, K.C.B., D.C.L.,

Clerk of the House of Commons, and Bencher of the Middle Temple.

TENTH EDITION.

BOOKS I. and II. Edited by Sir REGINALD F. D. PALGRAVE, K.C.B., Clerk of the House of Commons.

BOOK III. Edited by ALFRED BONHAM-CARTER, Esq., of the Inner Temple, Barrister-at-Law, a Member of the Court of Referees of Private Bills (House of Commons).

"The present form of the treatise is Sir Reginald Palgrave's own; it is a monument of his labour and of his skill, and will be as useful to students in the British, American, and Colonial Universities as to members of all Parliaments in the British Empire."—*The Athenæum.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

THE LATE DR. RUDOLPH VON GNEIST.

Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Second Edition, thoroughly revised, Demy 8vo., 2 Vols., cloth, 38s.
Cash Price, 30s. (Postage, 1s.)

BRETT'S COMMENTARIES

ON THE

PRESENT LAWS OF ENGLAND.

By THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

*** The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged and so contrived, by the insertion of illustrative cases and extracts, as to be interesting, instead of repulsive, to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145–156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal.*

"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends and the criticism of his reviewers by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active Legislature."—*Law Journal.*

"The compilation has been done with care, and the new edition is up to date, and is altered to include the legislation of last session."—*Law Notes.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1896.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.		APPEAL COURT II.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE STIRLING.	MR. JUSTICE KEKEWICH.	MR. JUSTICE ROMER.	DATE.	
Monday,	Dec. 14	Mr. Pugh	Mr. Leach	Mr. Clowes	Mr. Lavie	Mr. Farmer	Mr. Pemberton	Monday,	Dec. 14
Tuesday	„ 15	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Tuesday	„ 15
Wednesday	„ 16	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Wednesday	„ 16
Thursday	„ 17	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Thursday	„ 17
Friday	„ 18	„ Pugh	„ Leach	„ Clowes	„ Lavie	„ Farmer	„ Pemberton	Friday	„ 18
Saturday	„ 19	„ Beal	„ Godfrey	„ Jackson	„ Carrington	„ Rolt	„ Ward	Saturday	„ 19

*** *The Christmas Vacation will commence on Thursday, the 24th day of December*, 1896, *and terminate on Wednesday, the 6th day of January*, 1897, *both days inclusive.*

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1896.

ADDENDA TO THE CROWN PAPER.

113 Met. Pol. Dist. London County Council v. Hobbis.
114 London. Billing v. Prebble.
115 Denbighshire, Llanrwst. Davies v. Jones.
116 Met. Pol. Dist. Bradford v. Dawson, senr., & anr.
117 Leicestershire. Mantle v. Jordan.
118 Met. Pol. Dist. Collman v. Mills.
119 Yorkshire, W.R. Wetherby, &c., District Council v. Hewling.
120 London. Killin v. Swatton.
121 Middlesex, Shoreditch. Morley v. Abbott & Co.
122 Yorkshire, Wakefield. Fawcett v. Johnson.
123 West Ham. Gardiner v. Petersen.
124 Middlesex, Brompton. McGrath v. Humphrey's ld.
125 Met. Pol. Dist. Schwerzerhof v. Wilkins.
126 Kent, Ramsgate. Webb & Co. v. Waterman.
127 Southampton. The Queen v. Edmunds.
128 Middlesex. The Queen v. H.H. Judge Paterson & Carmichael & Co.
129 London. Breay v. Browne.
130 Middlesex, Bow. Townsend v. Chesapeake, &c. Steamship Co.
131 Met. Pol. Dist. Venner v. McDonell.
132 Yorkshire, Sheffield. Smith (trading as the British Advertising Co.) v. Oldfield Bros.
133 Gloucester. The Queen v. Clay, Revising Barrister, & anr.
134 Lancashire, Chorley. Joint Committee River Ribble v. Croston Urban District Council.
135 Kent, Greenwich. Stovell v. Browning & Co.
136 Leeds. The Queen v. Soden & Overend.
137 London. Sassoon & Co. v. Anglo-Arabian SS. Co., de SS. Allawald.
138 Same. Same v. Same, de SS. Wilderspool.
139 St. Ives. The Queen v. Hain and ors., JJ. and another.
140 Yorkshire, Sheffield. Midland Railway Co. v. Haigh.
141 Kent. Conservators of Hayes Common v. Bromley Rural District Council.
142 London. The Queen v. Guardians of Lewisham Union.
143 Lancashire, Burnley. Pollard v. Waggett.
144 Same, Blackburn. Morley v. Spencer.
145 Surrey. Hawke v. Dunn.
146 Yorkshire, W. R. The Queen v. Edmondson & ors., Overseers of Keighley.
147 Montgomeryshire. Dean, &c. of St. Asaph v. Overseers of Llanrhaiadr-yn-Mochnant & ors.
148 Herefordshire, Hereford. Bridges v. Priestley.
149 Middlesex, Whitechapel. Verrent v. London & India Docks Joint Committee.
150 Lancashire, Manchester. Birch v. Garteide & Co. ld.
151 Sheffield. Morriss v. Howden.
152 London. The Queen v. Charity Commissioners.
153 Essex. The Queen v. Johnson & ors., JJ. & ors.
154 Lincolnshire. The Queen v. Deeping Fen Drainage Trustees.
155 Durham. The Queen v. County Council of Durham.
156 Suffolk, Lowestoft. Mayor, &c. of Lowestoft v. Turner & ors.
157 Norfolk. The Queen v. Longe & ors., JJ. & anr.
158 London. Watson for Board of Trade v. Dr. Jaeger's &c. Co. ld.
159 Norfolk, Great Yarmouth. Woods v. O'Donnell.
160 Wiltshire, Warminster. Temple v. Warminster, &c. Council & anr.
161 England. The Queen v. Richardson.
162 London. Segrue ld. & anr. v. Loewenstein.
163 London. Dyer v. Southwark, &c. Property Assoc.
164 Yorkshire, Leeds. Verity & anr. v. Weston.
165 Dorsetshire, Shaftesbury. Butter v. Guardians, &c. of Shaftesbury Union.
166 Middlesborough. Whickham v. Ashe.
167 Gloucestershire, Winchcombe. Harding v. Smith.
168 London. Gill v. Great Eastern Ry. Co.
169 Yorkshire, Leeds. Midland Ry. Co. v. McKay & Co.
170 Derbyshire. Vallancey v. Fletcher
171 London, The Queen v. JJ. of London.
172 Middlesex. Mountfield v. Ward.
173 Gloucestershire. Colchester, Wemyss & Co. v. Gloucestershire C. C.
174 Middlesex, Shoreditch. Maloney v. Rettig.
175 Salop. The Queen v. Hayhurst & ors., JJ.
176 Peterborough. Cook v. Gaches.
177 Yorkshire, W.R. The Queen v. JJ. of West Riding of York.
178 Middlesex, Clerkenwell. Heather v. Marsh (Marsh, clmt.)
179 Worcestershire. Worcester County Council v. Worcester Poor Law Union and ors.
180 Warwickshire, Birmingham. Moseley v. Wood.
181 London. The Queen v. Vestry of Camberwell.
182 Staffordshire, West Bromwich. Bridge v. Woodward.
183 Warwickshire, Birmingham. Parish & anr. v. Tomkinson.
184 Middlesex, Westminster. Quinland v. Mowlem & Co.
185 Glamorganshire, Cardiff. Broadbent & Son v. Pedler & Sons (Pedler, Bros. & Co. clmts.)
186 Ipswich. Bramble v. Lowe.
187 Sheffield. English v. Jackson.
188 Surrey, Southwark. Gearon v. Runciman & Co.
189 Surrey, Farnham & Aldershot. Shaw v. Intman.
190 Surrey, Lambeth. The Queen v. The Judge of the Lambeth County Court and Wilson.
191 Yorkshire, Bradfield. Midland Ry. Co. v. Jabez Cole & Co.
192 Kent. Quinlan v. Edison.

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Christmas Vacation.

During Christmas Vacation :—All applications *which may require to be immediately or promptly heard*, are to be made until Thursday, December 31st, to the Honourable Mr. Justice CHITTY, and after that date to the Honourable Mr. Justice CAVE.

Mr. Justice CHITTY will act as Vacation Judge from Tuesday, December 22nd, to Monday, December 31st, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, December 29th, and (if necessary), on Wednesday, December 30th. On other days, within the above period, applications in urgent matters may be made to His Lordship by Post or Rail.

Digitized by Google

Mr. Justice Cave will act as Vacation Judge from Friday, January 1st, to Saturday, January 9th, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, January 5th. On other days, within the above period, Applications in urgent Chancery Matters may be made to His Lordship by Post or personally, in which latter case the Applicant should proceed to Sutton by the London, Brighton and South Coast Railway, and thence by cab to Woodmansterne.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The Address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

The Chambers of Mr. Justice North will be open for Vacation Business only, from 11 to 2 on Thursday, December 24th; Tuesday, December 29th; Wednesday, December 30th; Thursday, December 31st; Friday, January 1st; Tuesday, January 5th; and Wednesday, January 6th.

Chancery Registrars' Chambers,
Royal Courts of Justice,
December 9th, 1896.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Henry Gibson and Herbert William Gibson (H. & H. W. Gibson), Solicitors, Chipping Ongar, Essex, by mutual consent as from Nov. 27. The said Henry Gibson will continue to carry on business with Cyril Bond of Chipping Ongar, under the style or firm of Gibson & Bond.

Alfred Thomas Hare and Henry Baldwin Raven (Hare & Co.), Solicitors, 139, Temple Chambers, Whitefriars, by mutual consent as from Dec. 1. In future the business will be carried on by Alfred Thomas Hare under the same style or firm in co-partnership with his father Evan Hare.

Robert Howarth and John Marshall (Howarth & Marshall), Solicitors, Manchester, by mutual consent as from Nov. 30.

Alexander Molesworth and Robert Dawson Mattley (A. Molesworth & Mattley), Solicitors, Rochdale, by effluxion of time on Nov. 16.

THE LATE DR. RUDOLPH VON GNEIST.

Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

Translated by Professor A. H. KEANE, B.A., F.R.G.S.

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION.

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.*

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** *Library Edition, 2 vols., 8vo., 32s.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1866.

Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNNINGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Exterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. GARRETT, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered. . . . While the work appeals more particularly to members of the legal profession, 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said: 'Mr. Garrett's book . . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of uncommon merit."

*** *A Catalogue of Modern Law Books sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*
"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

LONDON: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*
"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 7th day of December, 1896.

I, HARDINGE STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1896—H.—No. 3335).

In re The Hotel Metropole (Scarborough) Limited, in Liquidation. The Consolidated Contract Corporation, Limited *v.* The Hotel Metropole (Scarborough), Limited, in Liquidation and Another.

HALSBURY, *C.*

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

NOVEMBER, 1896.

*** *The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.*

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

[In order of Merit.]

ARTHUR FARQUHAR CHILVER, B.A.
Messrs. Hewitt & Pitt, of London.

SECOND CLASS.

[In Alphabetical Order.]

EDWIN DODSHON, LL.B.
Messrs. Pomeroy & Tanner, of Bristol; and Messrs. Woodcock, Ryland & Parker, of London.

WILLIAM GEORGE EAKENGHY.
Mr. Robert Edward Steele, of Cheltenham.

WILLIAM PRITCHARD ELIAS, B.A.
Mr. Richard Hughes Pritchards, of Bangor; and Messrs. Simpson & Co., of London.

HARRY ROSS GILES.
Mr. Alfred Charles Dousding, of London.

EDMUND HUNTSMAN.
Mr. Griffith Caradog Rees, of Birkenhead.

JOHN HENRY ROBINSON.
Mr. Frederic William Hardman, LL.D., of Deal; and Messrs. Hare & Co., of London.

FRANK HERRON STEVENS.
Mr. Edgar Alexander Baylis, of London.

HUGH JOHN VINALL.
Mr. Isaac Vinall, of Lewes.

THIRD CLASS.

[In Alphabetical Order.]

WILLIAM STOBO ANDREW.
Mr. Richard White Beor, of Swansea.

HERBERT JOHN BERRY.
Mr. Henry Charles Raby, of the firm of Messrs. Hoehis, Raby, & Beckton, of Manchester.

GEORGE FOWLER CARRINGTON BROWN.
Mr. George Fowler Brown, of Ashby-de-la-Zouch.

HENRY WORDSWORTH CLEMESHA, M.A.
Mr. Thomas Reveley, of the firm of Messrs. Houghton, Myres, & Reveley, of Preston.

HARRY NEILD COLLIS, B.A., LL.B.
Mr. Charles William Collis, of Stourbridge; and Messrs. Walker, Son, & Field, of London.

LEONARD COTMAN, B.A.
Messrs. Cotman & Son, of Preston.

BERNARD WITHERS DOWSON.
Mr. Walter Grey, of Manchester; and Messrs. Bush & Mellor, of London.

CHARLES EKIN, B.A.
Messrs. Johnson & Co., of Birmingham; and Messrs. Burton, Yeates, & Hart, of London.

HERBERT FRANCIS.
Mr. Arnold Trinder, of the firm of Messrs. Capron & Trinder, of London.

JAMES HALL SMITH.
Mr. Robert Cresswell Burrows, of Cambridge; and Mr. Henry Reid, of London.

ARTHUR CLAUDE HAVERS, B.A.
Messrs. Morley, Shirreff & Co., of London.

HARRY HOBY.
Mr. Alexander Molesworth, of Rochdale; and Messrs. Walker & Rowe, of London.

GEORGE LIVSEY, LL.B.
Mr. Henry Harwood, M.A., of the firm of Messrs. Aston, Harwood, & Somers, of Manchester.

GUY MATTHEWS.
Mr. Sydney Matthews, of Swaffham; and Messrs. Crossman & Prichard, of London.

HARRY PFAHL.
Mr. Harry James Lewis, of London.

WILLIAM EDWARD PRYCE.
Mr. Charles George Scott, of London.

WILLIAM AUGUSTUS CASSIN RAPER.
Mr. William Augustus Raper, of Battle; and Rowcliffes, Rawle, & Co., of London.

CHARLES ROBINSON.
Mr. Richard Robinson, of Watton.

CHRISTOPHER WESLEY SHIMELD.
Mr. James Henry Ascroft, B.A., of the firm of Messrs. Robert & James Ascroft, of Oldham.

PERCY HAZELL SMITH.
Mr. Briscoe Hooper, of Torquay; and Messrs. Woodcock, Ryland, & Parker, of London.

Digitized by Google

George Frederic Tanner.

Mr. Frederick William Roe Rycroft and Mr. James Hislop, both of Manchester; and Messrs. Pritchard, Englefield & Co., of London.

Francis Joseph Weld.

Messrs. Weld & Thomson, of Liverpool; and Messrs. Rowcliffes, Rawle & Co., of London.

The Council of the Incorporated Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:—

To Mr. *A. F. Chilver*—Prize of the Honourable Society of Clement's Inn—Value about 10*l.*; and the Daniel Reardon Prize—Value about 20 guineas.

To Mr. *Edmund Huntsman*, who served under Articles of Clerkship to Mr. Griffith Caradog Rees, of Birkenhead—The 'John Mackrell Prize'—Value about 12*l.*

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Ninety-eight Candidates gave notice for the Examination.

By Order of the Council.

E. W. Williamson,
Secretary.

Law Society's Hall, Chancery Lane, London,
11th Dec., 1896.

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Christmas Vacation.

During Christmas Vacation:—All applications *which may require to be immediately or promptly heard*, are to be made until Thursday, December 31st, to the Honourable Mr. Justice Chitty, and after that date to the Honourable Mr. Justice Cave.

Mr. Justice Chitty will act as Vacation Judge from Tuesday, December 22nd, to Monday, December 31st, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, December 29th, and (if necessary), on Wednesday, December 30th. On other days, within the above period, applications in urgent matters may be made to His Lordship by Post or Rail.

Mr. Justice Cave will act as Vacation Judge from Friday, January 1st, to Saturday, January 9th, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, January 5th. On other days, within the above period, Applications in urgent Chancery Matters may be made to His Lordship by Post or personally, in which latter case the Applicant should proceed to Sutton by the London, Brighton and South Coast Railway, and thence by cab to Woodmansterne.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The Address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

The Chambers of Mr. Justice North will be open for Vacation Business only, from 11 to 2 on Thursday, December 24th; Tuesday, December 29th; Wednesday, December 30th; Thursday, December 31st; Friday, January 1st; Tuesday, January 5th; and Wednesday, January 6th.

Chancery Registrars' Chambers,
Royal Courts of Justice,
December 9th, 1896.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Alfred John Livesey and Joseph Hewitson Gibson (McKeever, Livesey & Gibson), Solicitors, Carlisle and Wigton, Cumberland, by mutual consent as from Aug. 31.

APPOINTMENTS.

Dec. 10. The Queen has been pleased to give directions for the appointment of William Henry Hyndman Jones, Esq., Barrister-at-Law (Supernumerary Resident Magistrate of Jamaica), to be a Puisne Judge of the Supreme Court of the Straits Settlements.

Dec. 11. The Queen has been pleased, by Warrant under Her Majesty's Royal Sign Manual, bearing date the 10th instant, to appoint Edward Tindal Atkinson, Esq., Q.C., to be Recorder of the City of Leeds, in the room of John Edward Barker, Esq., Q.C. resigned.

Now ready. Third Edition, revised to date. Demy 8vo., cloth, price 16s.

LEADING CASES IN MODERN EQUITY.

By THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law, LL.B.; London University, B.A.; late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Author of Brett's Commentaries on the Present Laws of England; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883; and Lecturer in Equity to the Incorporated Law Society.

THIRD EDITION, thoroughly revised. By J. D. ROGERS, B.C.L., of the Inner Temple, and J. M. DIXON, of the Inner Temple, Barristers-at-Law.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. OUTRAM CREWE, Solicitor, &c., with Honours, H. T. 1896.

Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By SYDNEY HASTINGS, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. CUNYNGHAME, M.A., Barrister-at-Law, late Royal Engineers.

Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By ALFRED DE LISSA, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By FRANCIS TAYLOR PIGGOTT, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Extraterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By CHARLES CRAWLEY, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By PAUL STRICKLAND, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By EDWARD BOYLE, of the Inner Temple, Barrister-at-Law, and G. HUMPHREYS-DAVIES, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. GARRETT, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered. . . . While the work appeals more particularly to members of the legal profession, 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said: "Mr. Garrett's book . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of uncommon merit."

*** *A Catalogue of Modern Law Books sent free on application.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Seventh Edition. Royal 8vo., cloth, 38s.

ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

GEORGE YOUNG ROBSON, Esq.,

Barrister-at-Law.

OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and Robson on Bankruptcy remains an efficient and up-to-date text-book."—*Law Times.*

"This standard work on bankruptcy has reached another edition, the author wisely considering that in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

Royal 8vo., cloth, 5s.

A SYNOPSIS OF THE NEW ESTATE DUTY

(FINANCE ACT, 1894).

Giving a General Summary of the Act and a copious and useful Index, both to the Sections of the Act and the different headings of the synopsis, with the Forms used and instructions as to the Duty. To which is also added the Finance Act, 1894, and a list of the Forms used in the payment of the Death Duties.

By E. HARRIS

(Of the Legacy Duty Office, Somerset House),

AUTHOR OF THE "TABLE OF THE ENGLISH DEATH DUTIES," "A SHORT INDEX," ETC., ETC.

"Will be found useful in mastering the intricacies of the measure."—*Truth.*
"Presents . . . . special instructions as to the new duty."—*Daily Telegraph.*

"A very serviceable companion to those whose duty it is to master a difficult Act of Parliament."—*Law Journal.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Just published. Fourth Edition, Revised, demy 8vo., cloth, 20s.

MOORE'S PRACTICAL FORMS OF AGREEMENTS

Relating to Sales and Purchases, Mortgages and Deposits, Enfranchisements and Exchanges, Building and Arbitrations, Letting and Renting, Hiring and Service, Debtors and Creditors, and numerous other subjects: with a variety of Useful Notes. By H. MOORE, Esq., Author of "A Handbook of Practical Forms," "Abstracts of Title," &c.

FOURTH EDITION. THOROUGHLY REVISED.

By HERBERT PERCIVAL,

OF THE INNER TEMPLE, ESQ., BARRISTER-AT-LAW.

LONDON: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Royal 12mo., cloth, 12s. 6d.

THE LONDON BUILDING ACT, 1894.

With Notes and Cross References and an Appendix containing such existing Statutes (including the Public Health (London) Act, 1891) as still affect building operations within the Administrative County of London; also the Bye-Laws, Regulations and Orders of the London County Council and of the Commissioners of Sewers of the City of London.

By W. RUSSELL GRIFFITHS, LL.B.,

Of the Inner Temple, Editor of "The Statutes Regulating London Building,"

AND

FRANCIS W. PEMBER, M.A.,

Of Lincoln's Inn, Draftsman of the Bill as originally introduced into the House of Commons.

"A very complete and useful handbook to the subject of building in reference to London."—*The Builder.*
"The notes are good, and the whole work will be of great use to lawyers whose business calls them to understand the building law for London."—*Law Journal.*

"The editors have performed their task in an admirable way, and have produced what will probably be the standard work for some years on the London Building Act."—*Law Times.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, Law Publishers, 27, Fleet Street, E.C.

THE TRANSVAAL.

Now ready. Crown 8vo., cloth, 3s. 6d. net.

THE POLITICAL LAWS OF THE SOUTH AFRICAN REPUBLIC.

WITH AN APPENDIX CONTAINING THE CONSTITUTION OF THE ORANGE FREE STATE.

Translated by W. A. MACFADYEN, B.A., LL.B.,

Late Scholar of Brasenose College, Oxford; Advocate of the Supreme Court, Cape Colony, and of the High Court, South African Republic.

LONDON: WILLIAM CLOWES AND SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.
J. C. JUTA & CO., CAPE TOWN, PORT ELIZABETH, AND JOHANNESBURG.

Digitized by Google

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1896.

NOTICE.

There will be no sitting in Court during the Christmas Vacation.

During Christmas Vacation:—All applications *which may require to be immediately or promptly heard*, are to be made until Thursday, December 31st, to the Honourable Mr. Justice CHITTY, and after that date to the Honourable Mr. Justice CAVE.

Mr. Justice CHITTY will act as Vacation Judge from Tuesday, December 22nd, to Monday, December 31st, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, December 29th, and (if necessary), on Wednesday, December 30th. On other days, within the above period, applications in urgent matters may be made to His Lordship by Post or Rail.

Mr. Justice CAVE will act as Vacation Judge from Friday, January 1st, to Saturday, January 9th, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Tuesday, January 5th. On other days, within the above period, Applications in urgent Chancery Matters may be made to His Lordship by Post or personally, in which latter case the Applicant should proceed to Sutton by the London, Brighton and South Coast Railway, and thence by cab to Woodmansterne.

In any Case of great urgency, the Brief of Counsel may be sent to the Judge by Book-Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of Paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, *W.C.*"

On Applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The Address of the Judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

The Chambers of Mr. Justice NORTH will be open for Vacation Business only, from 11 to 2 on Thursday, December 24th; Tuesday, December 29th; Wednesday, December 30th; Thursday, December 31st; Friday, January 1st; Tuesday, January 5th; and Wednesday, January 6th.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE,
December 9th, 1896.

THE LATE DR. RUDOLPH VON GNEIST.

Fourth Edition, with Portrait. Crown 8vo., cloth. 7s. 6d.

THE HISTORY OF THE ENGLISH PARLIAMENT:

Its Growth and Development through a Thousand Years (800–1889).

By Dr. RUDOLPH VON GNEIST, Author of "The History of the English Constitution."

***Translated by* Professor A. H. KEANE, B.A., F.R.G.S.**

"English readers will certainly welcome a history of the English Parliament by the greatest living authority on the Continent."—*Athenæum.*

"It completes the vast survey of our English institutions . . . to which so great a portion of Dr. Gneist's laborious life has been devoted."—*Daily News.*

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

CHEAP EDITION. Demy 8vo., cloth. 10s.

THE HISTORY OF THE ENGLISH CONSTITUTION

By Dr. RUDOLPH VON GNEIST, Professor of Law in the University of Berlin.

Translated by* PHILIP A. ASHWORTH, *of the Inner Temple, Esq., Barrister-at-Law.

"No foreigner has done more than Professor Gneist to examine and make clear the history and nature of the English Constitution. . . . He discusses such vital questions as, Whither are we drifting? How far do recent changes in the franchise accord with the whole spirit of the constitution? What is in store for us with democracy supreme? On such questions as these the opinion of a foreigner who is a scholar, but no bookworm, and who has sedulously studied our institutions, is certainly much more weighty than that of most Englishmen. . . . At this time these volumes are especially instructive. They cast light on almost all the great questions of current politics."—*Times.*

*** ***Library Edition, 2 vols., 8vo., 32s.***

LONDON: WILLIAM CLOWES & SONS, LIMITED, LAW PUBLISHERS, 27, FLEET STREET, E.C.

Digitized by Google

WILLIAM CLOWES & SONS' LIST.

Crown 8vo., cloth, 7s. 6d.

THE LAW OF ARBITRATION. Being the Arbitration Act, 1889. With Notes of Statutes, Rules of Court, Forms and Cases, and an Index. By W. Outram Crewe, Solicitor, &c., with Honours, H. T. 1866.

Demy 8vo., cloth, 12s. 6d.

DEBENTURES.—The Debentures and Debenture Stock of Trading and other Companies. With Forms. By Edward Manson, of the Middle Temple, Barrister-at-Law, and late Scholar of Brasenose College, Oxford, Author of "The Law of Trading Companies," &c.

Second Edition, Revised and Enlarged. Demy 8vo., cloth, 9s.

FRAUD AND MISREPRESENTATION.—A Short Treatise on the Law relating to Fraud and Misrepresentation. By Sydney Hastings, B.A., of the Inner Temple, Barrister-at-Law, Author of "A Treatise on the Law of Torts," &c., &c.

"This is a very useful little treatise. It is well and clearly written, and the cases are brought well up to date."—*Law Times.*

Demy 8vo., 700 pages, cloth, 25s.

ENGLISH PATENT PRACTICE.—With the Acts, Rules, Forms and Precedents, and Notes of all the Recorded Cases. Illustrated with Sketches. By H. Cunningham, M.A., Barrister-at-Law, late Royal Engineers.

Crown 8vo., cloth, 10s. 6d.

COMPANIES' WORK AND MINING LAW IN NEW SOUTH WALES AND VICTORIA. A Treatise for the Guidance of Solicitors, Directors, Investors, and others. By Alfred de Lissa, Barrister-at-Law, Sydney, N.S.W.

Royal 8vo., cloth, 15s.

SERVICE OUT OF THE JURISDICTION. By Francis Taylor Piggott, M.A., LL.M., of the Middle Temple, Barrister-at-Law; late Legal Adviser to the Japanese Cabinet; Author of "Foreign Judgments," "Exterritoriality," "Principles of the Law of Torts," &c.

Demy 8vo., cloth, 20s.

THE LAW OF HUSBAND AND WIFE.—By Charles Crawley, M.A., of Lincoln's Inn, Barrister-at-Law; late Fellow of Downing College, Cambridge; and Author of "The Law of Life Insurance."

"This is a careful and well-written treatise on a subject with regard to which such a work was greatly wanted."—*Solicitors' Journal.*

"This book is the most comprehensive and valuable one on the law of husband and wife with which we are acquainted."—*Athenæum.*

Royal 8vo., sewn, 2s. 6d.

ENGLISH STATUTE LAW REVISED. Being an Analysis of the Effect of the Legislation of 1895 upon Earlier Statutes relating to England. By Paul Strickland, of Lincoln's Inn, Barrister-at-Law, Author of "Chronological Table of Public General Acts in Force."

"This publication will be of much assistance to the hard-worked practitioner."—*Solicitors' Journal.*

"Most useful, if only as a guide for noting up."—*Justice of the Peace.*

"A useful analysis of the effect of the legislation of 1895 on earlier statutes."—*Law Journal.*

Small 4to., sewn, 3s.

CHRONOLOGICAL TABLE OF PUBLIC GENERAL ACTS IN FORCE. 20 Hen. III. (1235) to 57 & 58 Vict. 1894. By Paul Strickland, of Lincoln's Inn, Barrister-at-Law.

"Will be found useful to the practitioner for many purposes."—*Law Quarterly Review.*

"Very concise . . . . of use for study and reference."—*Law Times.*

"It will be found most useful by the profession."—*Solicitors' Journal.*

Second Edition, royal 8vo. 1,100 pages, cloth, 25s.

THE PRINCIPLES OF RATING as applied to Railways, Docks, Tramways, Gas and Water Works, Coal and other Mines, Electric Lighting Works, Manufactories, and other Hereditaments. With a complete Digest of Cases, and all the important Statutes dealing with Local Rating. By Edward Boyle, of the Inner Temple, Barrister-at-Law, and G. Humphreys-Davies, Fellow of the Surveyors' Institute, &c.

Demy 8vo., cloth, 20s.

THE LAW OF NUISANCES. With Statutory Appendix. By E. W. Garrett, M.A., of the Inner Temple and Midland Circuit, Barrister-at-Law.

"Every matter that, in the eyes of the law, is regarded as a nuisance is considered . . . While the work appeals more particularly to members of the legal profession 'The Law of Nuisances,' there can be no question, will be found very useful by the general public, especially by officials of County Councils, Vestries and Corporations."—*City Press.*

The Hon. Mr. Justice Kekewich, in giving judgment in a recent case, said "Mr. Garrett's book . . . which I have consulted in connection with more than one point in this case, and gladly take this opportunity of mentioning as a work of unusual common merit."

*** *A Catalogue of Modern Law Books sent free on application.*

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

JUST PUBLISHED. Demy 8vo., cloth, 10s. 6d.

FRIENDLY SOCIETIES

(THE LAW RELATING TO).

COMPRISING

THE FRIENDLY SOCIETIES ACTS, 1875 TO 1893, AS AMENDED BY THE FRIENDLY SOCIETIES ACT, 1895.

Together with an Appendix, containing Model Rules, and the Forms appended to the Treasury Regulations, 189

By F. BADEN FULLER, B.A. (Oxon.),

Of the Inner Temple, Barrister-at-Law.

London: WILLIAM CLOWES & SONS, Limited, Law Publishers, 27, Fleet Street, E.C.

Now ready. Demy 8vo., cloth, 1149 pages, 32s. 6d.; Cash, 26s. (postage 9d.).

THOMSON'S PRINCIPLES OF EQUITY

AND

EQUITY PRACTICE OF THE COUNTY COURT:

FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT AND IN THE COUNTY COUR

With Precedents of Particulars of Claim, Defences, Notices of Motion, Affidavits, Judgments, Orders, &c.

By ANDREW THOMSON, Esq., B.A., LL.D.,

Barrister-at-Law; formerly Lecturer and Reader on Equity to the Incorporated Law Society; and afterwards Professor of Equity to the Inns of Court.

"A monument of learning as well as of industry."—*Globe.*

"The Author is master of his subject. He gives the difficult Principles of Equity most clearly and well; indeed, on Principles of Equity, we believe that the work second to none."—*Law Notes.*

London: WILLIAM CLOWES AND SONS, Limited, Law Publishers, 27, FLEET STREET, E.C.

Digitized by Google

Digitized by Google

Digitized by Google